

EQUIPMENT SCHEDULE NO. 86

RENEWAL NO. 2
For
("Equipment Schedule No. 86")
To Master Lease Agreement dated as of May 1, 1995
Between
General Motors Corporation ("Lessee")
And

CAI-UBK Equipment, a division of ATEL Transatlantic Investors, Inc., as Assignee
Of

First American Capital Management Group, Inc. ("Lessor")

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and Equipment Schedule No. 86 being collectively referred to as "Lease").

The Lessee hereby agrees to extend the Basic Term for the Equipment described herein pursuant to the terms and conditions of the Lease, except as modified herein.

- A. Equipment: Equipment subject to Equipment Schedule No. 86, as further described on the Attached Annex A (the "Renewal Equipment")
- B. Financial Terms

1. Capitalized Lessor's Cost: \$203,450.00
2. Equipment Location: General Motors Corporation
Delphi Saginaw Steering Systems
Plant #6
Towerline Road off Holland Road
Saginaw, MI 48601-9494
3. Renewal Term Lease Rate Factor/Dollars: 0.9191% / \$1,870.00
4. Renewal Term (Number of Months): 24
5. Renewal Term Commencement Date: December 1, 2004
6. Renewal Term Termination Date: The date the Lessee returns the items of Renewal Equipment to Lessor in the condition required by the Lease upon not less than 90 days prior written notice, but in no event earlier than November 30, 2006.

C. Term and Rent

1. Renewal Term Rent: Commencing on the Renewal Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Renewal Term, Lessee shall pay as rent ("Renewal Term Rent") the product of the Renewal Term Lease Rate Factor times the Capital Lessor's Cost of all Equipment on this Renewal.

Except as expressly modified hereby, all terms and provisions of the Lease shall remain in full force and effect. This Renewal is not binding or effective with respect to the Lease or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Renewal to be executed by their duly authorized representatives.

CAI-UBK Equipment, a division of ATEL Transatlantic Investors, Inc.,
("Lessor")

By: Vasco H. Morais

Name: _____

Title: Vasco H. Morais, Esq.

Senior Vice President

General Motors Corporation
("Lessee")

By: John W. Tarratt

Name: John W. Tarratt

Title: Purchasing Mgr - Leasing

Federal I.D. Number: 38-0572515

706 MC0048602 R2
706 MC0048602 R1

ANNEX A
To Renewal No. 2
For
Equipment Schedule No. 86
To Master Lease Agreement dated as of May 1, 1995
Between
General Motors Corporation ("Lessee")
And
CAI-UBK Equipment, a division of ATEL Transatlantic Investors, Inc., as Assignee
Of
First American Capital Management Group, Inc. ("Lessor")

Equipment Location:
General Motors Corporation
Delphi Saginaw Steering Systems
Plant #6
Towerline Road off Holland Road
Saginaw, MI 48601-9494

	<u>SERIAL NUMBERS</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>COST PER UNIT</u>	<u>TOTAL COST</u>
Hyster	F108V07168T F108V07171T F108V07172T F108V07176T F108V07178T F108V07179T F108V07180T F108V07181T F108V07183T F108V07185T	Hyster E65XM	10	\$20,345.00	\$203,450.00

- See Original Schedule 86 Annex C for detailed description of equipment.

TOTAL EQUIPMENT COST: \$203,450.00

Initials:


Lessor


Lessee

RENEWAL NO. 1
For
Equipment Schedule No. 86
To Master Lease Agreement dated as of May 1, 1995
Between
General Motors Corporation ("Lessee")
And
CAI-UBK Equipment, a division of ATEL Transatlantic Investors, Inc., as Assignee
Of
First American Capital Management Group, Inc. ("Lessor")

ORIGINAL

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule No. 86 being collectively referred to as "Lease").

The Lessee hereby agrees to extend the Basic Term for the Equipment described herein pursuant to the terms and conditions of the Lease, except as modified herein.

- A. Equipment: Equipment subject to Equipment Schedule No. 86, as further described on the Attached Annex A (the "Renewal Equipment")
- B. Financial Terms
1. Capitalized Lessor's Cost: \$162,760.00
 2. Equipment Location: General Motors Corporation
Delphi Saginaw Steering Systems
Plant #6
Towerline Road off Holland Road
Saginaw, MI 48601-9494
 3. Renewal Term Lease Rate Factor/Dollars: 1.3136% / \$2,138.02
 4. Renewal Term (Number of Months): 12
 5. Renewal Term Commencement Date: October 1, 2001
 6. Renewal Term Termination Date: The date the Lessee returns the items of Renewal Equipment to Lessor in the condition required by the Lease upon not less than 90 days prior written notice, but in no event earlier than September 30, 2002.
- C. Term and Rent
1. Renewal Term Rent: Commencing on the Renewal Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Renewal Term, Lessee shall pay as rent ("Renewal Term Rent") the product of the Renewal Term Lease Rate Factor times the Capital Lessor's Cost of all Equipment on this Renewal.

Except as expressly modified hereby, all terms and provisions of the Lease shall remain in full force and effect. This Renewal is not binding or effective with respect to the Lease or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Renewal to be executed by their duly authorized representatives.

CAI-UBK Equipment, a division of ATEL Transatlantic Investors, Inc., as Assignee of First American Capital Management Group, Inc. ("Lessor")

Delphi Automotive Systems, as Assignee of General Motors Corporation ("Lessor")

By: Vasco H. Morais
Name: Vasco H. Morais, Esq.
Title: Senior Vice President

By: John W. Jarrett
Name: John W. Jarrett
Title: Purchasing Mgr - Lease
Federal I.D. Number: 38-0572515

ANNEX A
To Renewal No. 1
For
Equipment Schedule No. 86

ORIGINAL

To Master Lease Agreement dated as of May 1, 1995
Between
General Motors Corporation ("Lessee")
And
CAI-UBK Equipment, a division of ATEL Transatlantic Investors, Inc., as Assignee
Of
First American Capital Management Group, Inc. ("Lessor")

Equipment Location:
General Motors Corporation
Delphi Saginaw Steering Systems
Plant #6
Towerline Road off Holland Road
Saginaw, MI 48601-9494

Hyster

	<u>SERIAL NUMBER</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>COST PER UNIT</u>	<u>TOTAL COST</u>
S2	F108V07174T	F108V07176T	8	\$20,345.00	\$162,760.00
	F108V07178T	F108V07179T			
	F108V07180T	F108V07181T			
	F108V07183T	F108V07185T			

- See Original Schedule 86 Annex C for detailed description of equipment.

TOTAL EQUIPMENT COST: \$162,760.00

Initials:

W
Lessor

J. J. J.
Essee

ORIGINAL

Doc# 123486-001

REVISED

EQUIPMENT SCHEDULE
NO. 86
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

Lessor and Mailing Address:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.
2330 SIOUX TRAIL N.W., SUITE 114
PRIOR LAKE, MN 55372

Lessee and Mailing Address:

GENERAL MOTORS CORPORATION
902 E. HAMILTON AVENUE
FLINT, MI 48550

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Annex A attached hereto and made a part hereof.

B. FINANCIAL TERMS

1. Advance Rent (if any): N/A
2. Capitalized Lessor's Cost: \$540,545.00
3. Basic Term Lease Rate Factor: 1.642%
4. Daily Lease Rate Factor: 0.0547%
5. Basic Term (Number of Months): 60
6. Basic Term Commencement Date: The last day of the calendar month in which the Commencement Date occurs for all the Equipment described herein.
7. Equipment Location: General Motors Corporation
Delphi Saginaw Steering Systems
Plant #8
Towerline Road off Holland Road
Saginaw, MI 48801-9494
8. Lessee's Federal Tax ID Number: 38-0572515
9. Supplier: Hyster
10. Last Delivery Date: _____
11. Termination Date: The later of (i) the 60th Basic Rent Date or (ii) the last day of any extension of this Lease.
12. Purchase Option: Fair Market Value.
13. Renewal Option: Provided that an Event of Default has not occurred and this Equipment Schedule has not previously been terminated, the Lessee shall have the right at its option, upon not less than 90 days' written notice to the Lessor prior to the original Termination Date, to renew all (but not less than all) of the Equipment subject to this Equipment Schedule for a firm term renewal period requested by Lessee of 12 or 24 months at a monthly renewal rate for such term as determined by Lessee and Lessor.

ORIGINAL

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14. Return Provisions: In furtherance, and not in limitation of, the use, maintenance and return conditions for the Equipment set forth in Section X of the Master Lease, Lessee hereby agrees to return the Equipment to Lessor in accordance with all of the terms and conditions of the Master lease and in compliance with the following special return conditions. Lessor or its agent shall conduct a preliminary inspection of the Equipment at the equipment location prior to the expiration of the Lease to minimize claims made after return, provided however, that Lessee shall nonetheless remain liable for the Equipment unless and until it is returned to Lessor as specified below.

1. At the time of return when loaded to its rated capacity, each unit shall:
 - a. Start under its own power and idle without water, fuel or oil leaks.
 - b. Move through its normal speed ranges in both forward and reverse;
 - c. Be in good appearance, free from all advertising, and insignia placed thereon by Lessee, in a clean condition, free of material rust and corrosion that would impede the normal operation of the units;
 - d. Steer normally right and left in both forward and reverse;
 - e. Be able to stop with its service brakes within a safe distance in both forward and reverse;
 - f. Lift, lower and tilt normally;
2. Be complete with no missing or damaged parts and have all components able to perform the function for which they were designed in accordance with the manufacturer's recommended specifications;
3. With respect to tires, averaged over all tires the remaining wear life shall be a minimum of 50% and there shall be no damage to any individual tire that precludes normal usage.
4. With respect to all batteries, all batteries must be capable of maintaining not less than 90% of the rated voltage charge and amp hours as when originally delivered and originally specified by the manufacturer. With respect to the battery chargers, be capable of maintaining its rated charging capacity.

C. TAX BENEFITS

Depreciation Deductions:

- a. Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 5 years.
- c. Basis: 100% of Capitalized Lessor's Cost.

D. TERM AND RENT

1. Interim Rent: For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on the Basic Term Commencement Date.

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2. Basic Term Rent. Commencing on the Basic Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.
3. Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. INSURANCE

1. Commercial (broad form comprehensive) general liability, including contractual liability coverage, in limits of not less than \$2,000,000 per occurrence combined single limit for personal injury and property damage.
2. "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives.

LESSOR:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.

By: David L. Mocol

Name: DAVID L. MOCOL

Title: V. P. / C. F. O.

LESSEE:

GENERAL MOTORS CORPORATION,

By: Alan A. Hunter

Name: ALAN A. HUNTER

Title: ALAN A. HUNTER

ORIGINAL

Doc# 123486-001

REVISED

**ANNEX A
TO
EQUIPMENT SCHEDULE NO. 86
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995**

DESCRIPTION OF EQUIPMENT

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors Corporation Delphi Saginaw Steering Systems Plant #6 Towerline Road off Holland Road Saginaw, MI 48601-8494					
Hyster PR29443		Hyster E65XM 6,500 lbs @ 24" LC Electric With the following: Enhanced Controls GE EV100 ZX SCR 36 Volt Monotrol Direction Control SCR Hydraulics Seat Actuated and Manual Brake Battery Discharge Indicator & Lift Interrupt MFG STD Battery Compartment No Side Covers Drive Tires: 21 x 8 x 15 Smooth Steer Tires: 16 x 6 x 10.5 Smooth Mast: 2 Stage Vista 148" MFH/94" LH/6" FL Carriage: Hook Type 38.5" Sideshift: MFG STD Forks: 48" MFG STD Freight	18	\$20,345.00	\$366,210.00
Hyster PR29443		Hyster E80XL2 8,000 lbs. @ 24" LC-Electric With the following: AP Control Package-GE EV200 LX SCR 36 Volt Seat Actuated and Manual Brake Battery Compartment No Covers Drive Tires: 22 x 8 x 18 Smooth Steer Tires: 18 x 6 x 12.1 Smooth Mast: 2 Stage Vista 145.5" MFH/96" LH/6" FL Carriage: Hook type 42" No load backrest Forks: 48" MFG STD Additional Counterweight & Spacer Shims Freight	1	\$29,630.00	\$29,630.00

ORIGINAL

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REVISED

ANNEX A
TO
EQUIPMENT SCHEDULE NO. 86

DESCRIPTION OF EQUIPMENT

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors Corporation Delphi Saginaw Steering Systems Plant #6 Towerline Road off Holland Road Saginaw, MI 48801-9484					
Hyster		Hyster E80XL2 8,000 lbs. @ 24" LC-Electric With the following: AP Control Package-GE EV200 LX SCR 36 Volt Seat Actuated and Manual Brake Battery Compartment No Covers Drive Tires: 22 x 9 x 16 Smooth Steer Tires: 18 x 6 x 12.1 Smooth Mast: 2 Stage Vista 121" MFH/83.5" LH/51.5" FL Carriage: Hook type 42" No load backrest Forks: 54" MFG STD Flat Plate Overhead Guard Additional Counterweight & Spacer Shims Freight	1	\$30,050.00	\$30,050.00
PR29443					
Hyster		Hyster E80XL2 8,000 lbs @ 24" LC-Electric With the following: AP Control Package-GE EV200 LX SCR 36 Volt Seat Actuated and Manual Brake Battery Compartment No covers Drive Tires: 22 x 9 x 16 Smooth Steer Tires: 18 x 6 x 12.1 Smooth Mast: 2 Stage Vista 121" MFH/83.5" LH/51.5" FL Carriage: Hook type 42" No load backrest Sideshift: MFG STD Forks: 54" MFG STD Additional Counterweight & Spacer Shims Freight	3	\$30,050.00	\$90,150.00
PR29443					

ORIGINAL

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REVISED

ANNEX A
TO
EQUIPMENT SCHEDULE NO. 86

DESCRIPTION OF EQUIPMENT

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors Corporation Delphi Saginaw Steering Systems Plant #8 Towerline Road off Holland Road Saginaw, MI 48601-9494					
Hyster		Hyster E65XM 6,500 lbs @ 24" LC-Electric Enhanced Control Package GE EV100 ZX SCR 36 Volt Seat Actuated and Manual Brake Battery Compartment: Less Side Covers Drive Tires: 21 x 8 x 15 Smooth Steer Tires: 18 x 6 x 10.5 Smooth Mast: 3 Stage Viste 182" MFH/82" LH/57.5" FL Carrage: Hook type 38.5" No load backrest Forks: 48" MFG STD Additional Counterweight Cascade 55F-HS-A041 Sideshifting Fork Positioner Freight	1	\$24,505.00	\$24,505.00
PR29443					
TOTAL EQUIPMENT COST:					\$540,545.00

Initials:
Lessor Lessee

Doc# 123486-002

ANNEX C
TO
EQUIPMENT SCHEDULE NO. 86
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

ORIGINAL

CERTIFICATE NO. 2 OF 2

To: FIRST AMERICAN MANAGEMENT GROUP, INC. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

		<u>DESCRIPTION OF EQUIPMENT</u>			
<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors Corporation Delphi Saginaw Steering Systems Plant #6 Towerline Road off Holland Road Saginaw, MI 48801-9494					
Hyster PR29443	F108V07168T	Hyster E85XM	18	\$20,345.00	\$366,210.00
	F108V07169T	6,500 lbs. @ 24" LC Electric			
	F108V07170T	With the following:			
	F108V07171T	Enhanced Controls GE EV100 ZX SCR			
	F108V07172T	36 Volt			
	F108V07173T	Monotrol Direction Control			
	F108V07174T	SCR Hydraulics			
	F108V07175T	Seat Actuated and Manual Brake			
	F108V07176T	Battery Discharge Indicator w/Lift Interrupt MFG STD			
	F108V07178T	Battery Compartment: No Side Covers			
	F108V07179T	Drive Tires: 21 x 8 x 15 Smooth			
	F108V07180T	Steer Tires: 18 x 8 x 10.5 Smooth			
	F108V07181T	Mast: 2 Stage Vista 148" MFH/94" LH/6" FL			
	F108V07182T	Carriage: Hook Type 38.5"			
	F108V07183T	Sideshift: MFG STD			
	F108V07184T	Forks: 48" MFG STD			
	F108V07185T	Freight			
	F108V07186T				
Hyster PR29443	C098D02340T	Hyster E80XL2	1	\$29,630.00	\$29,630.00
		8,000 lbs. @ 24" LC-Electric			
		With the following:			
		AP Control Package-GE EV200 LX SCR			
		36 Volt			
		Seat Actuated and Manual Brake			
		Battery Compartment: No Covers			
		Drive Tires: 22 x 9 x 16 Smooth			
		Steer Tires: 18 x 8 x 12.1 Smooth			
		Mast: 2 Stage Vista 145.5" MFH/96" LH/6" FL			
		Carriage: Hook type 42"			
		No load backrest			
		Forks: 48" MFG STD			
		Additional Counterweight & Spacer Shims			
		Freight			

ANNEX C
TO
EQUIPMENT SCHEDULE NO. 86

ORIGINAL

CERTIFICATE NO. 2 OF 2


<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>DESCRIPTION OF EQUIPMENT Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors Corporation Delphi Saginaw Steering Systems Plant #6 Towerline Road off Holland Road Saginaw, MI 48601-9494					
Hyster PR29443	0 C098D02341T	Hyster E80XL2 8,000 lbs. @ 24" LC-Electric With the following: AP Control Package-GE EV200 LX SCR 38 Volt Seat Actuated and Manual Brake Battery Compartment No Covers Drive Tires: 22 x 9 x 16 Smooth Steer Tires: 18 x 6 x 12.1 Smooth Mast: 2 Stage Vista 121" MFH/83.5" LH/81.5" FL Carriage: Hook type 42" No load backrest Forks: 54" MFG STD Flat Plate Overhead Guard Additional Counterweight & Spacer Shims Freight	1	\$30,050.00	\$30,050.00
Hyster PR29443	5 C098D02278T 1 C098D02277T 0 C098D02347T	Hyster E80XL2 8,000 lbs @ 24" LC-Electric With the following: AP Control Package-GE EV200 LX SCR 38 Volt Seat Actuated and Manual Brake Battery Compartment No covers Drive Tires: 22 x 9 x 16 Smooth Steer Tires: 18 x 6 x 12.1 Smooth Mast: 2 Stage Vista 121" MFH/83.5" LH/51.5" FL Carriage: Hook type 42" No load backrest Sideshift: MFG STD Forks: 54" MFG STD Additional Counterweight & Spacer Shims Freight	3	\$30,050.00	\$90,150.00

TOTAL EQUIPMENT COST:

\$516,040.00

LESSEE:
GENERAL MOTORS CORPORATION

By:



Authorized Representative

Name:

Title:

Purchasing Manager

Date:

9/16/96

Doc# 123486-001

ANNEX D
TO
EQUIPMENT SCHEDULE NO. 86
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

ORIGINAL

STIPULATED LOSS VALUE TABLE*

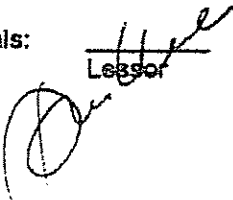
<u>RENTAL</u>	<u>STIPULATED LOSS VALUE</u>
Interim Rent	115%
Basic Term Rent	
1	115%
2	114%
3	113%
4	112%
5	111%
6	111%
7	110%
8	110%
9	109%
10	108%
11	108%
12	107%
13	106%
14	105%
15	105%
16	104%
17	103%
18	103%
19	102%
20	101%
21	101%
22	100%
23	99%
24	98%
25	93%
26	98%
27	96%
28	95%
29	94%
30	94%
31	93%
32	92%
33	91%
34	90%
35	90%
36	89%
37	88%
38	87%

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39	86%
40	85%
41	85%
42	84%
43	83%
44	82%
45	81%
46	80%
47	79%
48	78%
49	77%
50	76%
51	76%
52	74%
53	73%
54	72%
55	71%
56	70%
57	70%
58	68%
59	67%
60	67%

*The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

Initials:


Lessor


Lessee

EQUIPMENT SCHEDULE NO. 788

RENEWAL NO. 1
For
Equipment Schedule No. 788
To Master Lease Agreement dated as of May 1, 1995
Between
General Motors Corporation ("Lessee")

756MCO #78822 R1A
756MCO #78803 R1A

And
CAI-ALJ Equipment, a division of ATEL Transatlantic Investors, Inc., as Assignee
Of

First American Capital Management Group, Inc. ("Lessor")

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule No. 788 being collectively referred to as "Lease").

The Lessee hereby agrees to extend the Basic Term for the Equipment described herein pursuant to the terms and conditions of the Lease, except as modified herein.

- A. Equipment: Equipment subject to Equipment Schedule No. 788, as further described on the Attached Annex A (the "Renewal Equipment")
B. Financial Terms

1. Capitalized Lessor's Cost: \$98,050.00
2. Equipment Location: General Motors Corporation
Delphi Packard Electric
Receiving Dock Plant 13
1265 North River Road
Warren, OH 44483
3. Renewal Term Lease Rate Factor/Dollars: 1.051 % / \$1,030.55
4. Renewal Term (Number of Months): 24
5. Renewal Term Commencement Date: April 1, 2005
6. Renewal Term Termination Date: The date the Lessee returns the items of Renewal Equipment to Lessor in the condition required by the Lease upon not less than 90 days prior written notice, but in no event earlier than March 31, 2007.

C. Term and Rent

1. Renewal Term Rent: Commencing on the Renewal Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Renewal Term, Lessee shall pay as rent ("Renewal Term Rent") the product of the Renewal Term Lease Rate Factor times the Capital Lessor's Cost of all Equipment on this Renewal.

Except as expressly modified hereby, all terms and provisions of the Lease shall remain in full force and effect. This Renewal is not binding or effective with respect to the Lease or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Renewal to be executed by their duly authorized representatives.

CAI-ALJ Equipment, a division of ATEL Transatlantic Investors, Inc.,
As Assignee of First American Capital Management Group, Inc.
("Lessor")

By:

Name:

Title:

Vasco H. Morais, Esq.
Senior Vice President

General Motors Corporation

("Lessee")

By:

Name: John Jarrett

Title: Purchasing Manager

Federal I.D. Number: 38-0572515

ATEL LEGAL DEPARTMENT
APPROVED
AS TO FORM

BY:

ANNEX A
To Renewal No. 1
For
Equipment Schedule No. 788
To Master Lease Agreement dated as of May 1, 1995
Between
General Motors Corporation ("Lessee")
And
CAI-ALJ Equipment, a division of ATEL Transatlantic Investors, Inc., as Assignee
Of
First American Capital Management Group, Inc. ("Lessor")

Equipment Location:
General Motors Corporation
Delphi Packard Electric
Receiving Dock Plant 13
1265 North River Road
Warren, OH 44483

	<u>SERIAL NUMBER</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>COST PER UNIT</u>	<u>TOTAL COST</u>
Hyster	F108V12549V F108V12550V F108V12573V	Hyster E45XM 4500lb Lift Truck	3	\$19,625.00	\$58,875.00
Hyster	D114V03087V	Hyster E30XM 3000lb Lift Truck	1	\$17,470.00	\$17,470.00
Hyster	F108V12590V	Hyster E65XM 6500lb Lift Truck	1	\$21,705.00	\$21,705.00

• See Original Schedule 788 Annex A for detailed description of equipment.


TOTAL EQUIPMENT COST: \$98,050.00

Initials:


Lessor


Lessee

ATEL LEGAL DEPARTMENT
APPROVED
AS TO FORM

BY: 

ORIGINAL
Doc# 224788001

EQUIPMENT SCHEDULE
NO. 788
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

75 GMCO # 78801

Lessor and Mailing Address:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.
1600 RAND TOWER, 527 MARQUETTE AVE. S.
MINNEAPOLIS, MN 55402

Lessee and Mailing Address:

GENERAL MOTORS CORPORATION
902 E. HAMILTON AVENUE
FLINT, MI 48550

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement", said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Annex A attached hereto and made a part hereof.

B. FINANCIAL TERMS

1. Advance Rent (if any): N/A
2. Capitalized Lessor's Cost : \$272,960.00
3. Basic Term Lease Rate Factor: 1.817%
4. Daily Lease Rate Factor: 0.0539%
5. Basic Term (Number of Months): 60
6. Basic Term Commencement Date: The last day of the calendar month in which the Commencement Date occurs for all the Equipment described herein.
7. Equipment Location: General Motors Corporation
Delphi Packard Electric
Receiving Dock Plant 13
1285 North River Road
Warren, OH 44483
8. Lessee's Federal Tax ID Number: 38-0572515
9. Supplier: Hyster Company
10. Last Delivery Date: _____
11. Termination Date: The later of (i) the 60th Basic Rent Date or (ii) the last day of any extension of this Lease.
12. Purchase Option: Fair Market Value.
13. Renewal Option: Provided that an Event of Default has not occurred and this Equipment Schedule has not previously been terminated, the Lessee shall have the right at its option, upon not less than 90 days' written notice to the Lessor prior to the original Termination Date, to renew all (but not less than all) of the Equipment subject to this Equipment Schedule for a firm term renewal period requested by Lessee of 12 or 24 months at a monthly renewal rate for such term as determined by Lessee and Lessor.

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14. Return Provisions: In furtherance, and not in limitation of, the use, maintenance and return conditions for the Equipment set forth in Section X of the Master Lease, Lessee hereby agrees to return the Equipment to Lessor in accordance with all of the terms and conditions of the Master lease and in compliance with the following special return conditions. Lessor or its agent shall conduct a preliminary inspection of the Equipment at the equipment location prior to the expiration of the Lease to minimize claims made after return, provided however, that Lessee shall nonetheless remain liable for the Equipment unless and until it is returned to Lessor as specified below.

1. At the time of return when loaded to its rated capacity, each unit shall:
 - a. Start under its own power and idle without water, fuel or oil leaks.
 - b. Move through its normal speed ranges in both forward and reverse;
 - c. Be in good appearance, free from all advertising, and insignia placed thereon by Lessee, in a clean condition, free of material rust and corrosion that would impede the normal operation of the units;
 - d. Steer normally right and left in both forward and reverse;
 - e. Be able to stop with its service brakes within a safe distance in both forward and reverse;
 - f. Lift, lower and tilt normally;
2. Be complete with no missing or damaged parts and have all components able to perform the function for which they were designed in accordance with the manufacturer's recommended specifications;
3. With respect to tires, averaged over all tires the remaining wear life shall be a minimum of 50% and there shall be no damage to any individual tire that precludes normal usage.
4. With respect to all batteries, all batteries must be capable of maintaining not less than 90% of the rated voltage charge and amp hours as when originally delivered and originally specified by the manufacturer. With respect to the battery chargers, be capable of maintaining its rated charging capacity.

C. TAX BENEFITS

Depreciation Deductions:

- a. Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 5 years.
- c. Basis: 100% of Capitalized Lessor's Cost.

D. TERM AND RENT

1. Interim Rent: For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on the Basic Term Commencement Date.

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2. Basic Term Rent. Commencing on the Basic Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.
3. Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. INSURANCE

1. Commercial (broad form comprehensive) general liability, including contractual liability coverage, in limits of not less than \$2,000,000 per occurrence combined single limit for personal injury and property damage.
2. "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives.

LESSOR:

LESSEE:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.

GENERAL MOTORS CORPORATION,

By: 

By: 

Name:

Name: Marsha L. Smith

Title:

Title: Purchasing Senior Buyer

DAVID L. MOCOL

V. P. / C. F. O.

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Doc# 1234788-001

ORIGINAL

ANNEX A
TO
EQUIPMENT SCHEDULE NO. 788
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

Supplier/ <u>Manufacturer</u>	Serial <u>Numbers</u>	<u>DESCRIPTION OF EQUIPMENT</u>		<u>Cost/unit</u>	<u>Total Cost</u>
		Type and Model <u>of Equipment</u>	Number <u>of units</u>		
Equipment Location: General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483					
Hyster PO#P1S90743 PRD2001A-001		Hyster E50XM 5,000 lbs @ 24 LC - Electric With the following: Enhanced Controls - GE EV100 ZX SCR: 36 Volt Lever Direction Control SCR Hydraulics Battery Discharge Indicator with Lift Interrupt Seat Actuated and Manual Brake Drive Tires: 21 X 7 X 15 Lug Steer Tires: 16 X 5 X 10.5 - Lug Mast: 2 Stage VISTA 131.0" MFH/84" LH/62" FL Carriage: Hook Type 38.5" Sideshift - Mfg Std Forks: 42" K-1 98 Freight	2	\$19,545.00	\$39,090.00
Hyster PO#P1S90743 PRD2001A-002		Hyster E50XM 5,000 lbs @ 24 LC - Electric With the following: Enhanced Controls - GE EV100 ZX SCR: 36 Volt Lever Direction Control SCR Hydraulics Battery Discharge Indicator with Lift Interrupt Seat Actuated and Manual Brake Drive Tires: 21 X 7 X 15 Lug Steer Tires: 16 X 5 X 10.5 - Lug Mast: 2 Stage VISTA 131.0" MFH/84" LH/62" FL Carriage: Hook Type 38.5" Sideshift - Mfg Std Forks: 42" K-1 98 Freight	2	\$19,925.00	\$39,850.00

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Doc# 1234788-001

ANNEX A
TO
EQUIPMENT SCHEDULE NO. 788
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

Page 2
ORIGINAL

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>DESCRIPTION OF EQUIPMENT</u> <u>Type and Model</u> <u>of Equipment</u>	<u>Number</u> <u>of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483					
Hyster PO#P1S90743 PRD2021A-001		Hyster E30XM 3,000 lbs @ 24 LC - Electric With the following: Enhanced Controls Pkg 38 Volt Lever Direction Control SCR Hydraulics Battery Discharge Indicator with Lift Interrupt Seat Actuated and Manual Brake Drive Tires: 18 X 5 X 12.1 Lug Steer Tires: 14 X 4.5 X 8 Lug Mast: 2 Stage VISTA 129.5" MFH/82" LH/59.5" FL Carriage: Hook Type 36" Sideshift - Mfg Std Forks: 42" K-1 98 Operator Fan Freight	1	\$17,470.00	\$17,470.00
Hyster PO#P1S90743 PRD2021A-002		Hyster E65XM 6,500 lbs @ 24 LC - Electric With the following: Enhanced Controls - GE EV100 ZX SCR: 38 Volt Lever Direction Control SCR Hydraulics Battery Discharge Indicator with Lift Interrupt Seat Actuated and Manual Brake Drive Tires: 21 X 8 X 15 Smooth Steer Tires: 18 X 6 X 10.5 Smooth Mast: 2 Stage VISTA 126.5" MFH/84" LH/58.5" FL Carriage: Hook Type 38.5" Sideshift - Mfg Std Forks: 42" K-1 98 Operator Fan Freight	1	\$21,705.00	\$21,705.00

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Doc# 1234788-001

ORIGINAL
Page 3

ANNEX A
TO
EQUIPMENT SCHEDULE NO. 788
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>DESCRIPTION OF EQUIPMENT Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483					
Hyster PO#P1S90743 PRD2024A-001		Hyster E30XM 3,000 lbs @ 24 LC - Electric With the following: Enhanced Controls Pkg 38 Volt Lever Direction Control SCR Hydraulics Battery Discharge Indicator with Lift Interrupt Seat Actuated and Manual Brake Drive Tires: 18 X 8 X 12.1Lug Steer Tires: 14 X 4.5 X 8 Lug Mast: 2 Stage VISTA 129.5" MFH/82" LH/59.5" FL Carriage: Hook Type 38" Sideshift - Mfg Std Forks: 42" K-1 98 Operator Fan Freight	1	\$17,470.00	\$17,470.00
Hyster PO#P1S90743 PRD2024A-002		Hyster E45XM 4,500 lbs @ 24 LC - Electric With the following: Enhanced Controls - GE EV100 ZX SCR: 38 Volt Lever Direction Control SCR Hydraulics Battery Discharge Indicator with Lift Interrupt Seat Actuated and Manual Brake Drive Tires: 21 X 7 X 15 Smooth Steer Tires: 16 X 5 X 10.5 Polyurethane Mast: 2 Stage VISTA 131.0" MFH/84" LH/62" FL Carriage: Hook Type 38.5" Sideshift - Mfg Std Forks: 42" K-1 98 Freight	7	\$19,625.00	\$137,375.00
		TOTAL EQUIPMENT COST:			\$272,960.00

Initials
Lessor Lessee

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ANNEX C
TO
EQUIPMENT SCHEDULE NO. 788
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

CERTIFICATE NO. 1 OF _____

To: FIRST AMERICAN MANAGEMENT GROUP, INC. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

Supplier/ Manufacturer	Serial Numbers	DESCRIPTION OF EQUIPMENT Type and Model of Equipment	Number of units	Cost/unit	Total Cost
Equipment Location: General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483					
Hyster PO#P1S90743 PRD2001A-002	F108V12382V F108V12383V	Hyster E50XM 5,000 lbs @ 24 LC - Electric With the following: Enhanced Controls - GE EV100 ZX SCR: 38 Volt Lever Direction Control SCR Hydraulics Battery Discharge Indicator with Lift Interrupt Seat Actuated and Manual Brake Drive Tires: 21 X 7 X 15 Lug Steer Tires: 16 X 5 X 10.5 - Lug Mast: 2 Stage VISTA 131.0" MFH/84" LH/82" FL Carriage: Hook Type 38.5" Slideshift - Mfg Std Forks: 42" K-1 98 Freight	2	\$19,925.00	\$39,850.00

TOTAL EQUIPMENT COST:

\$39,850.00

LESSEE:
GENERAL MOTORS CORPORATION

By:

Marsha L. Smith
Authorized Representative

Name:

Marsha L. Smith

Title:

Purchasing Senior Buyer

Date:

4-30-98

ANNEX C
TO
EQUIPMENT SCHEDULE NO. 788
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

ORIGINAL

CERTIFICATE NO. 2 OF _____

To: FIRST AMERICAN MANAGEMENT GROUP, INC. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>DESCRIPTION OF EQUIPMENT Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483					
Hyster PO#P1S90743 PRD2021A-001	D114V03087V	Hyster E30XM 3,000 lbs @ 24 LC - Electric With the following: Enhanced Controls Pkg 36 Volt Lever Direction Control SCR Hydraulics Battery Discharge Indicator with Lift Interrupt Seat Actuated and Manual Brake Drive Tires: 18 X 5 X 12.1Lug Steer Tires: 14 X 4.5 X 8 Lug Mast: 2 Stage VISTA 129.5" MFH/82" LH/59.5" FL Carriage: Hook Type 36" Sideshift - Mfg Std Forks: 42" K-1 98 Operator Fan Freight	1	\$17,470.00	\$17,470.00

ANNEX C
TO
EQUIPMENT SCHEDULE NO. 788

ORIGINAL

CERTIFICATE NO. 2 OF _____

DESCRIPTION OF EQUIPMENT

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1285 North River Road Warren, OH 44483					
Hyster PO#P1S90743 PRD2024A-001	D114V03088V	Hyster E30XM 3,000 lbs @ 24 LC - Electric With the following: Enhanced Controls Pkg 36 Volt Lever Direction Control SCR Hydraulics Battery Discharge Indicator with Lift Interrupt Seat Actuated and Manual Brake Drive Tires: 18 X 6 X 12.1Lug Steer Tires: 14 X 4.5 X 8 Lug Mast: 2 Stage VISTA 129.5" MFH/82" LH/59.5" FL Carriage: Hook Type 36" Sideshift - Mfg Std Forks: 42" K-1 98 Operator Fan Freight	1	\$17,470.00	\$17,470.00
Hyster PO#P1S90743 PRD2024A-002	*F1D8V12548V F188V12550V F108V12551V F108V12552V F188V12573V F108V12574V	Hyster E45XM 4,500 lbs @ 24 LC - Electric With the following: Enhanced Controls - GE EV100 ZX SCR: 36 Volt Lever Direction Control SCR Hydraulics Battery Discharge Indicator with Lift Interrupt Seat Actuated and Manual Brake Drive Tires: 21 X 7 X 15 Smooth Steer Tires: 16 X 5 X 10.5 Polyurethane Mast: 2 Stage VISTA 131.0" MFH/84" LH/62" FL Carriage: Hook Type 38.5" Sideshift - Mfg Std Forks: 42" K-1 98 Freight	6	\$19,625.00	\$117,750.00

TOTAL EQUIPMENT COST:

\$152,690.00

LESSEE:
GENERAL MOTORS CORPORATION

By:

Marsha L Smith

Name:

Authorized Representative

Title:

Marsha L. Smith
Purchasing Senior Buyer

Date:

5-21-98

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ANNEX C
TO
EQUIPMENT SCHEDULE NO. 788
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

ORIGINAL

CERTIFICATE NO. 3 OF 3

To: FIRST AMERICAN MANAGEMENT GROUP, INC. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>DESCRIPTION OF EQUIPMENT</u>			
		<u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483					
Hyster PO#P1S80743 PRD2001A-001	✓ F108V12571V F108V12572V	Hyster E50XM 5,000 lbs @ 24 LC - Electric With the following: Enhanced Controls - GE EV100 ZX SCR: 36 Volt Lever Direction Control SCR Hydraulics Battery Discharge Indicator with Lift Interrupt Seat Actuated and Manual Brake Drive Tires: 21 X 7 X 15 Lug Steer Tires: 16 X 5 X 10.6 - Lug Mast: 2 Stage VISTA 131.0" MFH/84" LH/62" FL Carriage: Hook Type 38.5" Sideshift - Mfg Std Forks: 42" K-1 98 Freight	2	\$19,545.00	\$39,090.00

ANNEX C
TO
EQUIPMENT SCHEDULE NO. 788

ORIGINAL

CERTIFICATE NO. 3 OF 3

Supplier/ <u>Manufacturer</u>	Serial <u>Numbers</u>	<u>DESCRIPTION OF EQUIPMENT</u>		<u>Cost/unit</u>	<u>Total Cost</u>
		Type and Model <u>of Equipment</u>	Number <u>of units</u>		
Equipment Location: General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483					
Hyster PO#P1S90743 PRD2021A-002	F108V12590V	Hyster E65XM 6,500 lbs @ 24 LC - Electric With the following: Enhanced Controls - GE EV100 ZX SCR: 36 Volt Lever Direction Control SCR Hydraulics Battery Discharge Indicator with Lift Interrupt Seat Actuated and Manual Brake Drive Tires: 21 X 8 X 15 Smooth Steer Tires: 18 X 6 X 10.5 Smooth Mast: 2 Stage VISTA 126.5" MFH/84" LH/58.5" FL Carriage: Hook Type 38.5" Sideshift - Mfg Std Forks: 42" K-1 98 Operator Fan Freight	1	\$21,705.00	\$21,705.00
Hyster PO#P1S90743 PRD2024A-002	F108V12575V	Hyster E45XM 4,500 lbs @ 24 LC - Electric With the following: Enhanced Controls - GE EV100 ZX SCR: 36 Volt Lever Direction Control SCR Hydraulics Battery Discharge Indicator with Lift Interrupt Seat Actuated and Manual Brake Drive Tires: 21 X 7 X 15 Smooth Steer Tires: 18 X 5 X 10.5 Polyurethane Mast: 2 Stage VISTA 131.0" MFH/84" LH/62" FL Carriage: Hook Type 38.5" Sideshift - Mfg Std Forks: 42" K-1 98 Freight	1	\$19,625.00	\$19,625.00

TOTAL EQUIPMENT COST:

\$80,420.00

LESSEE:
GENERAL MOTORS CORPORATION

By: Marsha L Smith
Authorized Representative
Name: Marsha L. Smith
Title: Purchasing Senior Buyer
Date: 6-10-98

ANNEX D
TO
EQUIPMENT SCHEDULE NO. 788
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

ORIGINAL

STIPULATED LOSS VALUE TABLE*

<u>RENTAL</u>	<u>STIPULATED LOSS VALUE</u>
Interim Rent	115%
Basic Term Rent	
1	115%
2	114%
3	113%
4	112%
5	111%
6	111%
7	110%
8	110%
9	109%
10	108%
11	108%
12	107%
13	106%
14	105%
15	105%
16	104%
17	103%
18	103%
19	102%
20	101%
21	101%
22	100%
23	99%
24	98%
25	93%
26	98%
27	96%
28	95%
29	94%
30	94%
31	93%
32	92%
33	91%
34	90%

ORIGINAL

35	90%
36	89%
37	88%
38	87%
39	86%
40	85%
41	85%
42	84%
43	83%
44	82%
45	81%
46	80%
47	79%
48	78%
49	77%
50	76%
51	76%
52	74%
53	73%
54	72%
55	71%
56	70%
57	70%
58	68%
59	67%
60	67%

*The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

Initials:

[Signature]
Lessor

[Signature]
Lessee

EQUIPMENT SCHEDULE NO. 806

756MCO 080601R2

RENEWAL NO. 2
For
Equipment Schedule No. 806
To Master Lease Agreement dated as of May 1, 1995
Between
General Motors Corporation ("Lessee")

And
CAI-ALJ Equipment, a division of ATEL Transatlantic Investors, Inc., as Assignee
Of
First American Capital Management Group, Inc. ("Lessor")

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule No. 806 being collectively referred to as "Lease").

The Lessee hereby agrees to extend the Basic Term for the Equipment described herein pursuant to the terms and conditions of the Lease, except as modified herein.

A. Equipment: Equipment subject to Equipment Schedule No. 806, as further described on the Attached Annex A (the "Renewal Equipment")
B. Financial Terms

1. Capitalized Lessor's Cost: \$151,775.00
2. Equipment Location: General Motors Corporation
Delphi Automotive Systems
Energy & Engine Management
Dock 64/65
1000 Lexington Avenue
Rochester, NY 14606
3. Renewal Term Lease Rate Factor/Dollars: 0.97% / \$1,472.52
4. Renewal Term (Number of Months): 12
5. Renewal Term Commencement Date: February 1, 2005
6. Renewal Term Termination Date: The date the Lessee returns the items of Renewal Equipment to Lessor in the condition required by the Lease upon not less than 90 days prior written notice, but in no event earlier than January 31, 2006.

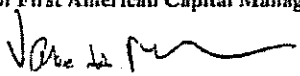
C. Term and Rent

1. Renewal Term Rent: Commencing on the Renewal Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Renewal Term, Lessee shall pay as rent ("Renewal Term Rent") the product of the Renewal Term Lease Rate Factor times the Capital Lessor's Cost of all Equipment on this Renewal.

Except as expressly modified hereby, all terms and provisions of the Lease shall remain in full force and effect. This Renewal is not binding or effective with respect to the Lease or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Renewal to be executed by their duly authorized representatives.

CAI-ALJ Equipment, a division of ATEL Transatlantic Investors, Inc.,
As Assignee of First American Capital Management Group, Inc.
("Lessor")

By: 

Name: Vasco H. Morais, Esq.

Title: Senior Vice President

General Motors Corporation

("Lessee")

By: 

Name: John Jarrett

Title: Purchasing Manager

Federal I.D. Number: 38-0572515

ANNEX A
To Renewal No. 2
For
Equipment Schedule No. 806
To Master Lease Agreement dated as of May 1, 1995
Between
General Motors Corporation ("Lessee")
And
CAI-ALJ Equipment, a division of ATEL Transatlantic Investors, Inc., as Assignee
Of
First American Capital Management Group, Inc. ("Lessor")

Equipment Location:
General Motors Corporation
Delphi Automotive Systems
Energy & Engine Management
Dock 64/65
1000 Lexington Avenue
Rochester, NY 14606

	<u>SERIAL NUMBER</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>COST PER UNIT</u>	<u>TOTAL COST</u>
Hyster	C098D04375V C098D04376V C098D04382V C098D04392V C098D04393V	Hyster E80XL2	5	\$30,355.00	\$151,775.00

- See Original Schedule 806 Annex A for detailed description of equipment.

TOTAL EQUIPMENT COST: \$151,775.00

Initials:



Lessor



Lessee

ORIGINAL

RENEWAL NO. 1
For
Equipment Schedule No. 806
To Master Lease Agreement dated as of May 1, 1995
Between
General Motors Corporation ("Lessee")
And
CAI-ALJ Equipment, a division of ATEL Transatlantic Investors, Inc., as Assignee
Of
First American Capital Management Group, Inc. ("Lessor")

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule No. 806 being collectively referred to as "Lease").

The Lessee hereby agrees to extend the Basic Term for the Equipment described herein pursuant to the terms and conditions of the Lease, except as modified herein.

A. Equipment: Equipment subject to Equipment Schedule No. 806, as further described on the Attached Annex A (the "Renewal Equipment")

B. Financial Terms

1. Capitalized Lessor's Cost: \$151,775.00

2. Equipment Location: General Motors Corporation
Delphi Automotive Systems
Energy & Engine Management
Dock 64/65
1000 Lexington Avenue
Rochester, NY 14606

3. Renewal Term Lease Rate Factor/Dollars: 1.2936% / \$1,963.36

4. Renewal Term (Number of Months): 12

5. Renewal Term Commencement Date: November 1, 2003

6. Renewal Term Termination Date: The date the Lessee returns the items of Renewal Equipment to Lessor in the condition required by the Lease upon not less than 90 days prior written notice, but in no event earlier than October 31, 2004.

C. Term and Rent

1. Renewal Term Rent: Commencing on the Renewal Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Renewal Term, Lessee shall pay as rent ("Renewal Term Rent") the product of the Renewal Term Lease Rate Factor times the Capital Lessor's Cost of all Equipment on this Renewal.

Except as expressly modified hereby, all terms and provisions of the Lease shall remain in full force and effect. This Renewal is not binding or effective with respect to the Lease or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Renewal to be executed by their duly authorized representatives.

CAI-ALJ Equipment, a division of ATEL Transatlantic Investors, Inc.,
As Assignee of First American Capital Management Group, Inc.
("Lessor")

By:

Name: Vasco H. Morais, Esq.

Title: Senior Vice President

General Motors Corporation

("Lessee")

By:

Name: John Jarrett

Title: Purchasing Manager

Federal I.D. Number: 38-0572515

ORIGINAL

ANNEX A
To Renewal No. 1
For
Equipment Schedule No. 806
To Master Lease Agreement dated as of May 1, 1995
Between
General Motors Corporation ("Lessee")
And
CAI-ALJ Equipment, a division of ATEL Transatlantic Investors, Inc., as Assignee
Of
First American Capital Management Group, Inc. ("Lessor")

Equipment Location:
General Motors Corporation
Delphi Automotive Systems
Energy & Engine Management
Dock 64/65
1000 Lexington Avenue
Rochester, NY 14606

	<u>SERIAL NUMBER</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>COST PER UNIT</u>	<u>TOTAL COST</u>
Hyster	C098D04375V C098D04376V C098D04382V C098D04392V C098D04393V	Hyster E80XL2	5	\$30,355.00	\$151,775.00

- See Original Schedule 806 Annex A for detailed description of equipment.

TOTAL EQUIPMENT COST: \$151,775.00

Initials:


Lessor


Lessee

ORIGINAL

FIRST AMERICAN CAPITAL
MANAGEMENT GROUP, INC.
1600 RAND TOWER
527 MARQUETTE AVE., S.
MINNEAPOLIS, MN 55402

INVOICE #

Date Billed Date Due
12/4/03 11/30/03

Period Covered
11/1/03-11/30/03

GENERAL MOTORS CORPORATION
30009 VAN DYKE AVE
M/C 480-206-216
WARREN, MI 48090-9025

RENTAL DUE ON LEASE AGREEMENT DATED MAY 1, 1995
GENERAL MOTORS LEASE NO. 802
General Motors Corporation
Delphi Automotive Systems
Energy & Engine Management
Dock 64/65
1000 Lexington Avenue
Rochester, NY 14606

	<u>SERIAL NUMBER</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>MONTHLY RENT</u>
Hyster	C098D04375V C098D04376V C098D04382V C098D04392V C098D04393V	Hyster E80XL2	5	\$1,963.36

• See Original Schedule 806 Annex A for detailed description of equipment.

Remit to:
FIRST AMERICAN CAPITAL
MANAGEMENT GROUP, INC.
CORPORATE TRUST DEPT. (32137)
P.O. BOX 30007
SALT LAKE CITY, UT 84130

ORIGINAL

Doc# 1234806-001

EQUIPMENT SCHEDULE
NO. 806
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

Lessor and Mailing Address:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.
1600 RAND TOWER, 527 MARQUETTE AVE. S.
MINNEAPOLIS, MN 55402

Lessee and Mailing Address:

GENERAL MOTORS CORPORATION
902 E. HAMILTON AVENUE
FLINT, MI 48550

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement", said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Annex A attached hereto and made a part hereof.

B. FINANCIAL TERMS

1. Advance Rent (if any): N/A
2. Capitalized Lessor's Cost : \$151,775.00
3. Basic Term Lease Rate Factor: 1.617%
4. Daily Lease Rate Factor: 0.0539%
5. Basic Term (Number of Months): 60
6. Basic Term Commencement Date: The last day of the calendar month in which the Commencement Date occurs for all the Equipment described herein.
7. Equipment Location: General Motors Corporation
Delphi Automotive Systems
Energy & Engine Management
Dock 64/65
1000 Lexington Avenue
Rochester, NY 14606
8. Lessee's Federal Tax ID Number: 38-0572515
9. Supplier: Hyster Company
10. Last Delivery Date: _____
11. Termination Date: The later of (i) the 60th Basic Rent Date or (ii) the last day of any extension of this Lease.
12. Purchase Option: Fair Market Value.
13. Renewal Option: Provided that an Event of Default has not occurred and this Equipment Schedule has not previously been terminated, the Lessee shall have the right at its option, upon not less than 90 days' written notice to the Lessor prior to the original Termination Date, to renew all (but not less than all) of the Equipment subject to this Equipment Schedule for a firm term renewal period requested by Lessee of 12 or 24 months at a monthly renewal rate for such term as determined by Lessee and Lessor.

ORIGINAL

Doc# 1234806-001

14. Return Provisions: In furtherance, and not in limitation of, the use, maintenance and return conditions for the Equipment set forth in Section X of the Master Lease, Lessee hereby agrees to return the Equipment to Lessor in accordance with all of the terms and conditions of the Master lease and in compliance with the following special return conditions. Lessor or its agent shall conduct a preliminary inspection of the Equipment at the equipment location prior to the expiration of the Lease to minimize claims made after return, provided however, that Lessee shall nonetheless remain liable for the Equipment unless and until it is returned to Lessor as specified below.

1. At the time of return when loaded to its rated capacity, each unit shall:
 - a. Start under its own power and idle without water, fuel or oil leaks.
 - b. Move through its normal speed ranges in both forward and reverse;
 - c. Be in good appearance, free from all advertising, and insignia placed thereon by Lessee, in a clean condition, free of material rust and corrosion that would impede the normal operation of the units;
 - d. Steer normally right and left in both forward and reverse;
 - e. Be able to stop with its service brakes within a safe distance in both forward and reverse;
 - f. Lift, lower and tilt normally;
2. Be complete with no missing or damaged parts and have all components able to perform the function for which they were designed in accordance with the manufacturer's recommended specifications;
3. With respect to tires, averaged over all tires the remaining wear life shall be a minimum of 50% and there shall be no damage to any individual tire that precludes normal usage.
4. With respect to all batteries, all batteries must be capable of maintaining not less than 90% of the rated voltage charge and amp hours as when originally delivered and originally specified by the manufacturer. With respect to the battery chargers, be capable of maintaining its rated charging capacity.

C. TAX BENEFITS

Depreciation Deductions:

- a. Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 5 years.
- c. Basis: 100% of Capitalized Lessor's Cost.

D. TERM AND RENT

1. Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on the Basic Term Commencement Date.

ORIGINAL

Doc# 1234806-001

2. Basic Term Rent. Commencing on the Basic Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.
3. Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. INSURANCE

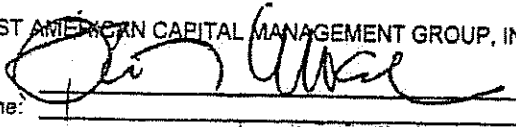
1. Commercial (broad form comprehensive) general liability, including contractual liability coverage, in limits of not less than \$2,000,000 per occurrence combined single limit for personal injury and property damage.
2. "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives.

LESSOR:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.

By: 
Name: _____
Title: _____

LESSEE:

GENERAL MOTORS CORPORATION,

By: 
Name: Marsha L. Smith
Title: Purchasing Senior Buyer

ORIGINAL

Doc# 1234806-001

ANNEX A
TO
EQUIPMENT SCHEDULE NO. 806
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>DESCRIPTION OF EQUIPMENT</u>			
		<u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
General Motors Corporation Delphi Automotive Systems Energy & Engine Management Dock 84/85 1000 Lexington Avenue Rochester, NY 14606					
Hyster PO#RPS68626 PR043941-001		Hyster E80XL2 8,000 lbs @ 24" LC - Electric With the following: AS Control Package - GE EV200 LX SCR 36 Volt Lever Direction Control Contactor Hydraulics Seat Actuated & Manual Brake Battery Discharge Indicator w/Lift Interrupt - MFG STD Drive Tires: 22 x 9 x 16 Smooth Steer Tires: 18 x 7 x 12.1 Smooth Mast: 3 Stage Vista 172" MFH/83.5" LH/51.5" FL Carriage: Hook Type 48" 4-Way Hydraulic Control Valve 4-Way Hydraulic Hose Group Sideshift - MFG STD Forks: 42" MFG STD Freight	5	\$30,355.00	\$151,775.00
TOTAL EQUIPMENT COST:					\$151,775.00

Initials:  
Lessor Lessee

ANNEX C
TO
EQUIPMENT SCHEDULE NO. 806
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

ORIGINAL

To: FIRST AMERICAN MANAGEMENT GROUP, INC. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

		<u>DESCRIPTION OF EQUIPMENT</u>			
<u>Supplier/</u>	<u>Serial</u>	<u>Type and Model</u>	<u>Number</u>	<u>Cost/unit</u>	<u>Total Cost</u>
<u>Manufacturer</u>	<u>Numbers</u>	<u>of Equipment</u>	<u>of units</u>		
Equipment Location: General Motors Corporation Delphi Automotive Systems Energy & Engine Management Dock 64/65 1000 Lexington Avenue Rochester, NY 14606					
Hyster	C098D04375V	Hyster E80XL2	5	\$30,355.00	\$151,775.00
PO#RPS68626	C098D04376V	8,000 lbs @ 24" LC - Electric			
PR043941-001	C098D04382V	With the following:			
	C098D04392V	AS Control Package - GE EV200 LX SCR			
	C098D04393V	36 Volt			
		Lever Direction Control			
		Contactor Hydraulics			
		Seat Actuated & Manual Brake			
		Battery Discharge Indicator w/Lift Interrupt - MFG STD			
		Drive Tires: 22 x 9 x 16 Smooth			
		Steer Tires: 18 x 7 x 12.1 Smooth			
		Mast: 3 Stage Vista 172" MFH/83.5" LH/51.5" FL			
		Carriage: Hook Type 48"			
		4-Way Hydraulic Control Valve			
		4-Way Hydraulic Hose Group			
		Slideshift - MFG STD			
		Forks: 42" MFG STD			
		Freight			

TOTAL EQUIPMENT COST:

\$151,775.00

LESSEE:
GENERAL MOTORS CORPORATION

By:

Name:
Title:

Date:

Marsha L. Smith
Authorized Representative
Marsha L. Smith
Purchasing Senior Buyer

6-1-98

ANNEX D
TO
EQUIPMENT SCHEDULE NO. 806
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

ORIGINAL

STIPULATED LOSS VALUE TABLE*

<u>RENTAL</u>	<u>STIPULATED LOSS VALUE</u>
Interim Rent	115%
Basic Term Rent	
1	115%
2	114%
3	113%
4	112%
5	111%
6	111%
7	110%
8	110%
9	109%
10	108%
11	108%
12	107%
13	106%
14	105%
15	105%
16	104%
17	103%
18	103%
19	102%
20	101%
21	101%
22	100%
23	99%
24	98%
25	93%
26	98%
27	96%
28	95%
29	94%
30	94%
31	93%
32	92%
33	91%

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ORIGINAL

34	90%
35	90%
36	89%
37	88%
38	87%
39	86%
40	85%
41	85%
42	84%
43	83%
44	82%
45	81%
46	80%
47	79%
48	78%
49	77%
50	76%
51	76%
52	74%
53	73%
54	72%
55	71%
56	70%
57	70%
58	68%
59	67%
60	67%

*The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

Initials:


Lessor


Lessee

EQUIPMENT SCHEDULE No. 815

756MC008/501R1A

RENEWAL NO. 1
For
Equipment Schedule No. 815
To Master Lease Agreement dated as of May 1, 1995
Between
General Motors Corporation ("Lessee")
And
CAI-ALJ Equipment, a division of ATEL Transatlantic Investors, Inc., as Assignee
Of
First American Capital Management Group, Inc. ("Lessor")

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule No. 815 being collectively referred to as "Lease").

The Lessee hereby agrees to extend the Basic Term for the Equipment described herein pursuant to the terms and conditions of the Lease, except as modified herein.

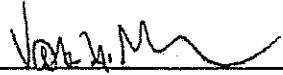
- A. Equipment: Equipment subject to Equipment Schedule No. 815, as further described on the Attached Annex A (the "Renewal Equipment")
- B. Financial Terms
1. Capitalized Lessor's Cost: \$314,583.00
 2. Equipment Location: General Motors Corporation
Delphi Packard Electric
Receiving Dock Plant 13
1265 North River Road
Warren, OH 44483
 3. Renewal Term Lease Rate Factor/Dollars: 1.051% / \$3,306.42
 4. Renewal Term (Number of Months): 24
 5. Renewal Term Commencement Date: April 1, 2005
 6. Renewal Term Termination Date: The date the Lessee returns the items of Renewal Equipment to Lessor in the condition required by the Lease upon not less than 90 days prior written notice, but in no event earlier than March 31, 2007.
- C. Term and Rent

1. Renewal Term Rent: Commencing on the Renewal Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Renewal Term, Lessee shall pay as rent ("Renewal Term Rent") the product of the Renewal Term Lease Rate Factor times the Capital Lessor's Cost of all Equipment on this Renewal.

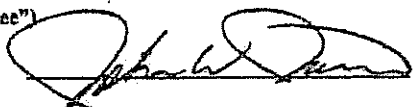
Except as expressly modified hereby, all terms and provisions of the Lease shall remain in full force and effect. This Renewal is not binding or effective with respect to the Lease or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Renewal to be executed by their duly authorized representatives.

CAI-ALJ Equipment, a division of ATEL Transatlantic Investors, Inc.,
As Assignee of First American Capital Management Group, Inc.
("Lessor")


By: 
Name: Vasco H. Morais, Esq.
Title: Senior Vice President

General Motors Corporation
("Lessee")

By: 
Name: John Jarrett
Title: Purchasing Manager

Federal I.D. Number: 38-0572515

LEGAL DEPARTMENT
APPROVED
AS TO FORM

BY: 

ANNEX A
To Renewal No. 1
For
Equipment Schedule No. 815
To Master Lease Agreement dated as of May 1, 1995
Between
General Motors Corporation ("Lessee")
And
CAI-ALJ Equipment, a division of ATEL Transatlantic Investors, Inc., as Assignee
Of
First American Capital Management Group, Inc. ("Lessor")

Equipment Location:
General Motors Corporation
Delphi Packard Electric
Receiving Dock Plant 13
1265 North River Road
Warren, OH 44483

	<u>SERIAL NUMBER</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>COST PER UNIT</u>	<u>TOTAL COST</u>
Crown	1A194014	Crown Lift Truck	8	\$17,868.00	\$142,944.00
	1A194027	Model RC3020			
	1A194039				
	1A194042				
	1A194044				
	1A194049				
	1A194052				
	1A194056				
Crown	6A158841	Crown Lift Truck	13	\$13,203.00	\$171,639.00
	6A158891	Model 30WRTF			
	6A158895				
	6A159021				
	6A159070				
	6A159071				
	6A159113				
	6A159116				
	6A159156				
	6A159157				
	6A159158				
	6A159159				
	6A159160				

• See Original Schedule 815 Annex A for detailed description of equipment.

TOTAL EQUIPMENT COST:


\$314,583.00

Initials:


Lessor

ATEL LEGAL DEPARTMENT
APPROVED
AS TO FORM


Lessee

BY: 

ORIGINAL

Doc# 1234815,001

EQUIPMENT SCHEDULE
NO. 818
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

756MCO081501

Lessor and Mailing Address:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.
1800 RAND TOWER, 527 MARQUETTE AVE. S.
MINNEAPOLIS, MN 55402

Lessee and Mailing Address:

GENERAL MOTORS CORPORATION
902 E. HAMILTON AVENUE
FLINT, MI 48650

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement", said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Annex A attached hereto and made a part hereof.

B. FINANCIAL TERMS

1. Advance Rent (if any): N/A
2. Capitalized Lessor's Cost: \$455,943.00
3. Basic Term Lease Rate Factor: 1.617%
4. Daily Lease Rate Factor: 0.539%
5. Basic Term (Number of Months): 60
6. Basic Term Commencement Date: The last day of the calendar month in which the Commencement Date occurs for all the Equipment described herein.
7. Equipment Location: General Motors Corporation
Delphi Packard Electric
Receiving Dock Plant 13
1265 North River Road
Warren, OH 44489
8. Lessee's Federal Tax ID Number: 38-0872816
9. Supplier: Fallsway Equipment Company
10. Last Delivery Date: _____
11. Termination Date: The later of (i) the 60th Basic Rent Date or (ii) the last day of any extension of this Lease.
12. Purchase Option: Fair Market Value.
13. Renewal Option: Provided that an Event of Default has not occurred and this Equipment Schedule has not previously been terminated, the Lessee shall have the right at its option, upon not less than 90 days' written notice to the Lessor prior to the original Termination Date, to renew all (but not less than all) of the Equipment subject to this Equipment Schedule for a firm term renewal period requested by Lessee of 12 or 24 months at a monthly renewal rate for such term as determined by Lessee and Lessor.

ORIGINAL

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14. Return Provisions: In furtherance, and not in limitation of, the use, maintenance and return conditions for the Equipment set forth in Section X of the Master Lease, Lessee hereby agrees to return the Equipment to Lessor in accordance with all of the terms and conditions of the Master lease and in compliance with the following special return conditions. Lessor or its agent shall conduct a preliminary inspection of the Equipment at the equipment location prior to the expiration of the Lease to minimize claims made after return, provided however, that Lessee shall nonetheless remain liable for the Equipment unless and until it is returned to Lessor as specified below.

1. At the time of return when loaded to its rated capacity, each unit shall:
 - a. Start under its own power and idle without water, fuel or oil leaks.
 - b. Move through its normal speed ranges in both forward and reverse;
 - c. Be in good appearance, free from all advertising, and insignia placed thereon by Lessee, in a clean condition, free of material rust and corrosion that would impede the normal operation of the units;
 - d. Steer normally right and left in both forward and reverse;
 - e. Be able to stop with its service brakes within a safe distance in both forward and reverse;
 - f. Lift, lower and tilt normally;
2. Be complete with no missing or damaged parts and have all components able to perform the function for which they were designed in accordance with the manufacturer's recommended specifications;
3. With respect to tires, averaged over all tires the remaining wear life shall be a minimum of 50% and there shall be no damage to any individual tire that precludes normal usage.
4. With respect to all batteries, all batteries must be capable of maintaining not less than 90% of the rated voltage charge and amp hours as when originally delivered and originally specified by the manufacturer. With respect to the battery chargers, be capable of maintaining its rated charging capacity.

C. TAX BENEFITS

Depreciation Deductions:

- a. Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 5 years.
- c. Basis: 100% of Capitalized Lessor's Cost.

D. TERM AND RENT

1. Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on the Basic Term Commencement Date.

ORIGINAL

Doc# 1234815-001

2. Basic Term Rent. Commencing on the Basic Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.
3. Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. INSURANCE

1. Commercial (broad form comprehensive) general liability, including contractual liability coverage, in limits of not less than \$2,000,000 per occurrence combined single limit for personal injury and property damage.
2. "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives.

LESSOR:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.

By:

Name:

Title:

DAVID L. MOGOL

V.P. / C.F.O.

LESSEE:

GENERAL MOTORS CORPORATION.

By:

Name: Marsha L. Smith

Title: Purchasing Senior Buyer

ORIGINAL

Doc# 1234815-001

ANNEX A
TO
EQUIPMENT SCHEDULE NO. 815
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>DESCRIPTION OF EQUIPMENT</u> <u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483					
Fallsway Equipment Co. PO#P1S89489 PRD2029A-001		Crown Lift Truck Forklift Model RC3020 With the following: 36 Volt 3,000 lbs @ 24 load center Battery Discharge Indicator w/Lift Interrupt Mast: 3 Stage FFL 190/83/35 Sideshifter Forks: 42" Length Side and Bottom Tapered Pallet Drive Tires: Poly Steer Tires: Poly Emergency Power Disconnect Freight	1	\$17,868.00	\$17,868.00
PRD2029A-002		Crown Lift Truck Walk/Reach Stacker Model 30WRTF With the following: 24 Volt 3,000 lbs @ 24 load center Battery Discharge Indicator w/Lift Interrupt Mast: 2 Stage 30 WTL 154/95/12 Tilting Fork Carriage with 48" Load Backrest Emergency Power Disconnect Three Speed Forward and Reverse Forks: 42" Length Side and Bottom Tapered Pallet Freight	5	\$13,203.00	\$66,015.00

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Page 2

ANNEX A
TO
EQUIPMENT SCHEDULE NO. 815
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>DESCRIPTION OF EQUIPMENT</u> <u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483					
PRD2027A-001	6A159019	Crown Lift Truck Walk/Reach Stacker Model 30WRTF With the following: 24 Volt 3,000 lbs @ 24 load center Battery Discharge Indicator w/Lift Interrupt Mast: 2 Stage 30 WTL 154/95/12 Tilting Fork Carriage with 48" Load Backrest Emergency Power Disconnect Three Speed Forward and Reverse Forks: 42" Length Side and Bottom Tappered Pallet Freight	1	\$13,203.00	\$13,203.00
PRD2035A-003	6A159020	Crown Lift Truck Walk/Reach Stacker Model 30WRTF With the following: 24 Volt 3,000 lbs @ 24 load center Battery Discharge Indicator w/Lift Interrupt Mast: 2 Stage 30 WTL 154/95/12 Tilting Fork Carriage with 48" Load Backrest Emergency Power Disconnect Three Speed Forward and Reverse Forks: 42" Length Side and Bottom Tappered Pallet Freight	1	\$13,203.00	\$13,203.00
PRD2004A-007	6A159021	Crown Lift Truck Walk/Reach Stacker Model 30WRTF With the following: 24 Volt 3,000 lbs @ 24 load center Battery Discharge Indicator w/Lift Interrupt Mast: 2 Stage 30 WTL 154/95/12 Tilting Fork Carriage with 48" Load Backrest Emergency Power Disconnect Three Speed Forward and Reverse Forks: 42" Length Side and Bottom Tappered Pallet Freight	1	\$13,203.00	\$13,203.00

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ANNEX A
TO
EQUIPMENT SCHEDULE NO. 815
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>DESCRIPTION OF EQUIPMENT</u> <u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483					
PRD2018A-004	6A159070	Crown Lift Truck Walk/Reach Stacker Model 30WRTF With the following: 24 Volt 3,000 lbs @ 24 load center Battery Discharge Indicator w/Lift interrupt Mast: 2 Stage 30 WTL 154/95/12 Tilting Fork Carriage with 48" Load Backrest Emergency Power Disconnect Three Speed Forward and Reverse Forks: 42" Length Side and Bottom Tappered Pallet Freight	1	\$13,203.00	13,203.00
PRD2023A-001	1A194049 1A194057 1A194056 1A194014 1A194027 1A194052 1A194042	Crown Lift Truck Forklift Model RC3020 With the following: 36 Volt 3,000 lbs @ 24 load center Battery Discharge Indicator w/Lift interrupt Mast: 3 Stage FFL 190/83/35 Sideshifter Forks: 42" Lenght Side and Bottom Tappered Pallet Drive Tires: Poly Steer Tires: Poly Emergency Power Disconnect Freight	7	\$17,868.00	\$125,076.00
PRD2023A-002	6A159071 6A159114 6A159116 6A159158 6A158895 6A158896 6A159160 6A159159 6A159157	Crown Lift Truck Walk/Reach Stacker Model 30WRTF With the following: 24 Volt 3,000 lbs @ 24 load center Battery Discharge Indicator w/Lift interrupt Mast: 2 Stage 30 WTL 154/95/12 Tilting Fork Carriage with 48" Load Backrest Emergency Power Disconnect Three Speed Forward and Reverse Forks: 42" Length Side and Bottom Tappered Pallet Freight	9	\$13,203.00	\$118,827.00

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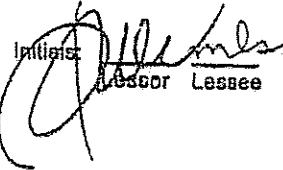
ORIGINAL

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ANNEX A
TO
EQUIPMENT SCHEDULE NO. 815
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

Supplier/ Manufacturer	Serial Numbers	DESCRIPTION OF EQUIPMENT Type and Model of Equipment	Number of units	Cost/unit	Total Cost
Equipment Location: General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483					
PRD2025A-001	1A194044 1A194039	Crown Lift Truck Forklift Model RC3020 With the following: 36 Volt 3,000 lbs @ 24 load center Battery Discharge Indicator w/Lift interrupt Mast: 3 Stage FFL 190/83/35 Sideshifter Forks: 42" Length Side and Bottom Tapered Pallet Drive Tires: Poly Steer Tires: Poly Emergency Power Disconnect Freight	2	\$17,868.00	\$35,736.00
PRD2025A-002	6A159156 6A159115 6A159113	Crown Lift Truck Walk/Reach Stacker Model 30WRTF With the following: 24 Volt 3,000 lbs @ 24 load center Battery Discharge Indicator w/Lift interrupt Mast: 2 Stage 30 WTL 154/85/12 Tilting Fork Carriage with 48" Load Backrest Emergency Power Disconnect Three Speed Forward and Reverse Forks: 42" Length Side and Bottom Tapered Pallet Freight	3	\$13,203.00	\$39,609.00
TOTAL EQUIPMENT COST				\$455,943.00	

Initials:  Lessor Lessee

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ANNEX C
TO
EQUIPMENT SCHEDULE NO. 815
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

ORIGINAL

To: FIRST AMERICAN MANAGEMENT GROUP, INC. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

		<u>DESCRIPTION OF EQUIPMENT</u>			
<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483					
Fallsway Equipment Co. PO#P1S89489 PRD2029A-001	1A193988	Crown Lift Truck Forklift Model RC3020 With the following: 36 Volt 3,000 lbs @ 24 load center Battery Discharge Indicator w/Lift Interrupt Mast: 3 Stage FFL 190/83/35 Sideshifter Forks: 42" Length Side and Bottom Tapered Pallet Drive Tires: Poly Steer Tires: Poly Emergency Power Disconnect Freight	1	\$17,868.00	\$17,868.00
PRD2029A-002	6A158894 6A158893 6A158892 6A158891 6A158841	Crown Lift Truck Walk/Reach Stacker Model 30WRTF With the following: 24 Volt 3,000 lbs @ 24 load center Battery Discharge Indicator w/Lift Interrupt Mast: 2 Stage 30 WTL 154/95/12 Tilting Fork Carriage with 48" Load Backrest Emergency Power Disconnect Three Speed Forward and Reverse Forks: 42" Length Side and Bottom Tapered Pallet Freight	5	\$13,203.00	\$66,015.00

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ANNEX C
TO
EQUIPMENT SCHEDULE NO. 815
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>DESCRIPTION OF EQUIPMENT Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1255 North River Road Warren, OH 44483					
PRD2027A-001	6A159019	Crown Lift Truck Walk/Reach Stacker Model 30WRTF With the following: 24 Volt 3,000 lbs @ 24 load center Battery Discharge Indicator w/Lift Interrupt Mast: 2 Stage 30 WTL 154/95/12 Tilting Fork Carriage with 48" Load Backrest Emergency Power Disconnect Three Speed Forward and Reverse Forks: 42" Length Side and Bottom Tappered Pallet Freight	1	\$13,203.00	\$13,203.00
PRD2035A-003	6A159020	Crown Lift Truck Walk/Reach Stacker Model 30WRTF With the following: 24 Volt 3,000 lbs @ 24 load center Battery Discharge Indicator w/Lift Interrupt Mast: 2 Stage 30 WTL 154/95/12 Tilting Fork Carriage with 48" Load Backrest Emergency Power Disconnect Three Speed Forward and Reverse Forks: 42" Length Side and Bottom Tappered Pallet Freight	1	\$13,203.00	\$13,203.00
PRD2004A-007	6A159021	Crown Lift Truck Walk/Reach Stacker Model 30WRTF With the following: 24 Volt 3,000 lbs @ 24 load center Battery Discharge Indicator w/Lift Interrupt Mast: 2 Stage 30 WTL 154/95/12 Tilting Fork Carriage with 48" Load Backrest Emergency Power Disconnect Three Speed Forward and Reverse Forks: 42" Length Side and Bottom Tappered Pallet Freight	1	\$13,203.00	\$13,203.00

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ANNEX C
TO
EQUIPMENT SCHEDULE NO. 815
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>DESCRIPTION OF EQUIPMENT</u> <u>Type and Model</u> <u>of Equipment</u>	<u>Number</u> <u>of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483					
PRD2018A-004	6A159070	Crown Lift Truck Walk/Reach Stacker Model 30WRTF With the following: 24 Volt 3,000 lbs @ 24 load center Battery Discharge Indicator w/Lift Interrupt Mast: 2 Stage 30 WTL 154/95/12 Tilting Fork Carriage with 48" Load Backrest Emergency Power Disconnect Three Speed Forward and Reverse Forks: 42" Length Side and Bottom Tapered Pallet Freight	1	\$13,203.00	13,203.00
PRD2023A-001	1A194049 1A194057 1A194056 1A194014 1A194027 1A194052 1A194042	Crown Lift Truck Forklift Model RC3020 With the following: 36 Volt 3,000 lbs @ 24 load center Battery Discharge Indicator w/Lift Interrupt Mast: 3 Stage FFL 190/83/35 Sideshifter Forks: 42" Length Side and Bottom Tapered Pallet Drive Tires: Poly Steer Tires: Poly Emergency Power Disconnect Freight	7	\$17,868.00	\$125,076.00
PRD2023A-002	6A159071 6A159114 6A159116 6A159158 6A158895 6A158896 6A159160 6A159159 6A159157	Crown Lift Truck Walk/Reach Stacker Model 30WRTF With the following: 24 Volt 3,000 lbs @ 24 load center Battery Discharge Indicator w/Lift Interrupt Mast: 2 Stage 30 WTL 154/95/12 Tilting Fork Carriage with 48" Load Backrest Emergency Power Disconnect Three Speed Forward and Reverse Forks: 42" Length Side and Bottom Tapered Pallet Freight	9	\$13,203.00	\$118,827.00

ANNEX C

TO

EQUIPMENT SCHEDULE NO. 815
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

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<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>DESCRIPTION OF EQUIPMENT</u> <u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483					
PRD2025A-001	1A194044 1A194039	Crown Lift Truck Forklift Model RC3020 With the following: 36 Volt 3,000 lbs @ 24 load center Battery Discharge Indicator w/Lift Interrupt Mast: 3 Stage FFL 190/83/35 Sideshifter Forks: 42" Lenght Side and Bottom Tappered Pallet Drive Tires: Poly Steer Tires: Poly Emergency Power Disconnect Freight	2	\$17,868.00	\$35,736.00
PRD2025A-002	6A159156 6A159115 6A159113	Crown Lift Truck Walk/Reach Stacker Model 30WRTF With the following: 24 Volt 3,000 lbs @ 24 load center Battery Discharge Indicator w/Lift Interrupt Mast: 2 Stage 30 WTL 154/95/12 Tilting Fork Carriage with 48" Load Backrest Emergency Power Disconnect Three Speed Forward and Reverse Forks: 42" Length Side and Bottom Tappered Pallet Freight	3	\$13,203.00	\$39,609.00
TOTAL EQUIPMENT COST				\$455,943.00	

LESSEE:
GENERAL MOTORS CORPORATION

By: Marsha L Smith
Authorized Representative
Name: Marsha L Smith
Title: Purchasing Senior Buyer
Date: 6-12-98

ANNEX D
TO
EQUIPMENT SCHEDULE NO. 815
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

ORIGINAL

STIPULATED LOSS VALUE TABLE*

<u>RENTAL</u>	<u>STIPULATED LOSS VALUE</u>
Interim Rent	115%
Basic Term Rent	
1	115%
2	114%
3	113%
4	112%
5	111%
6	111%
7	110%
8	110%
9	109%
10	108%
11	108%
12	107%
13	106%
14	105%
15	105%
16	104%
17	103%
18	103%
19	102%
20	101%
21	101%
22	100%
23	99%
24	98%
25	93%
26	98%
27	96%
28	95%
29	94%
30	94%
31	93%
32	92%
33	91%
34	90%
35	90%
36	89%

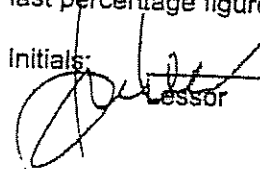
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37	88%
38	87%
39	86%
40	85%
41	85%
42	84%
43	83%
44	82%
45	81%
46	80%
47	79%
48	78%
49	77%
50	76%
51	76%
52	74%
53	73%
54	72%
55	71%
56	70%
57	70%
58	68%
59	67%
60	67%

*The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

Initials:


Lessor


Lessee

EQUIPMENT SCHEDULE NO. 775

756MCO077501R1A

RENEWAL NO. 1
For
Equipment Schedule No. 775
To Master Lease Agreement dated as of May 1, 1995
Between
General Motors Corporation ("Lessee")
And
CAI-ALJ Equipment, a division of ATEL Transatlantic Investors, Inc., as Assignee
Of
First American Capital Management Group, Inc. ("Lessor")

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule No. 775 being collectively referred to as "Lease").

The Lessee hereby agrees to extend the Basic Term for the Equipment described herein pursuant to the terms and conditions of the Lease, except as modified herein.

- A. Equipment: Equipment subject to Equipment Schedule No. 775, as further described on the Attached Annex A (the "Renewal Equipment")
- B. Financial Terms
1. Capitalized Lessor's Cost: \$17,913.00
 2. Equipment Location: General Motors Corporation
Delphi Packard Electric
Receiving Dock Plant 13
1265 North River Road
Warren, OH 44483
 3. Renewal Term Lease Rate Factor/Dollars: 1.051% / \$188.27
 4. Renewal Term (Number of Months): 24
 5. Renewal Term Commencement Date: April 1, 2005
 6. Renewal Term Termination Date: The date the Lessee returns the items of Renewal Equipment to Lessor in the condition required by the Lease upon not less than 90 days prior written notice, but in no event earlier than March 31, 2007.

C. Term and Rent

1. Renewal Term Rent: Commencing on the Renewal Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Renewal Term, Lessee shall pay as rent ("Renewal Term Rent") the product of the Renewal Term Lease Rate Factor times the Capital Lessor's Cost of all Equipment on this Renewal.

Except as expressly modified hereby, all terms and provisions of the Lease shall remain in full force and effect. This Renewal is not binding or effective with respect to the Lease or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Renewal to be executed by their duly authorized representatives.

CAI-ALJ Equipment, a division of ATEL Transatlantic Investors, Inc.,
As Assignee of First American Capital Management Group, Inc.
("Lessor")

By:

Name: Vasco H. Morais, Esq.

Title: Senior Vice President

ATEL LEGAL DEPARTMENT
APPROVED
AS TO FORM

BY: ph

General Motors Corporation

("Lessee")

By:

Name: John Jarrett

Title: Purchasing Manager

Federal I.D. Number: 38-0572515

ANNEX A
To Renewal No. 1
For
Equipment Schedule No. 775
To Master Lease Agreement dated as of May 1, 1995
Between
General Motors Corporation ("Lessee")
And
CAI-ALJ Equipment, a division of ATEL Transatlantic Investors, Inc., as Assignee
Of
First American Capital Management Group, Inc. ("Lessor")

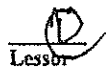
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Equipment Location:
General Motors Corporation
Delphi Packard Electric
Receiving Dock Plant 13
1265 North River Road
Warren, OH 44483

	<u>SERIAL NUMBER</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>COST PER UNIT</u>	<u>TOTAL COST</u>
Crown	1A193579	Crown Model 3020-30 Forklift Truck	1	\$17,913.00	\$17,913.00

• See Original Schedule 775 Annex A for detailed description of equipment.

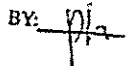
TOTAL EQUIPMENT COST: \$17,913.00

Initials:


Lessor


Lessee

ATEL LEGAL DEPARTMENT
APPROVED
AS TO FORM

BY: 

Doc# 1234775-001

EQUIPMENT SCHEDULE
NO. 775
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

Lessor and Mailing Address:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.
1600 RAND TOWER, 527 MARQUETTE AVE. S.
MINNEAPOLIS, MN 55402

Lessee and Mailing Address:

GENERAL MOTORS CORPORATION
902 E. HAMILTON AVENUE
FLINT, MI 48550

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement", said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Annex A attached hereto and made a part hereof.

B. FINANCIAL TERMS

1. Advance Rent (if any): N/A
2. Capitalized Lessor's Cost : \$17,913.00
3. Basic Term Lease Rate Factor: 1.617%
4. Daily Lease Rate Factor: 0.0539%
5. Basic Term (Number of Months): 60
6. Basic Term Commencement Date: The last day of the calendar month in which the Commencement Date occurs for all the Equipment described herein.
7. Equipment Location: General Motors Corporation
Delphi Packard Electric
Receiving Dock Plant 13
1265 North River Road
Warren, OH 44483
8. Lessee's Federal Tax ID Number: 38-0572515
9. Supplier: Fallsway Equipment Company
10. Last Delivery Date: _____
11. Termination Date: The later of (i) the 60th Basic Rent Date or (ii) the last day of any extension of this Lease.
12. Purchase Option: Fair Market Value.
13. Renewal Option: Provided that an Event of Default has not occurred and this Equipment Schedule has not previously been terminated, the Lessee shall have the right at its option, upon not less than 90 days' written notice to the Lessor prior to the original Termination Date, to renew all (but not less than all) of the Equipment subject to this Equipment Schedule for a firm term renewal period requested by Lessee of 12 or 24 months at a monthly renewal rate for such term as determined by Lessee and Lessor.

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14. Return Provisions: In furtherance, and not in limitation of, the use, maintenance and return conditions for the Equipment set forth in Section X of the Master Lease, Lessee hereby agrees to return the Equipment to Lessor in accordance with all of the terms and conditions of the Master lease and in compliance with the following special return conditions. Lessor or its agent shall conduct a preliminary inspection of the Equipment at the equipment location prior to the expiration of the Lease to minimize claims made after return, provided however, that Lessee shall nonetheless remain liable for the Equipment unless and until it is returned to Lessor as specified below.

1. At the time of return when loaded to its rated capacity, each unit shall:
 - a. Start under its own power and idle without water, fuel or oil leaks.
 - b. Move through its normal speed ranges in both forward and reverse;
 - c. Be in good appearance, free from all advertising, and insignia placed thereon by Lessee, in a clean condition, free of material rust and corrosion that would impede the normal operation of the units;
 - d. Steer normally right and left in both forward and reverse;
 - e. Be able to stop with its service brakes within a safe distance in both forward and reverse;
 - f. Lift, lower and tilt normally;
2. Be complete with no missing or damaged parts and have all components able to perform the function for which they were designed in accordance with the manufacturer's recommended specifications;
3. With respect to tires, averaged over all tires the remaining wear life shall be a minimum of 50% and there shall be no damage to any individual tire that precludes normal usage.
4. With respect to all batteries, all batteries must be capable of maintaining not less than 90% of the rated voltage charge and amp hours as when originally delivered and originally specified by the manufacturer. With respect to the battery chargers, be capable of maintaining its rated charging capacity.

C. TAX BENEFITS

Depreciation Deductions:

- a. Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 5 years.
- c. Basis: 100% of Capitalized Lessor's Cost.

D. TERM AND RENT

1. Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on the Basic Term Commencement Date.

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2. Basic Term Rent. Commencing on the Basic Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.
3. Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. INSURANCE

1. Commercial (broad form comprehensive) general liability, including contractual liability coverage, in limits of not less than \$2,000,000 per occurrence combined single limit for personal injury and property damage.
2. "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives.

LESSOR:

LESSEE:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.

GENERAL MOTORS CORPORATION,

By: [Signature]

By: [Signature]

Name:

Name: Marsha L. Smith

Title:

Title: Purchasing Senior Buyer

DAVID L. MOCOL
V. P. / C. F. O.

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Doc# 1234775-001

ANNEX A
TO
EQUIPMENT SCHEDULE NO. 775
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>DESCRIPTION OF EQUIPMENT</u> <u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483					
Fallsway PO#P1S89447 PRD2009A-001		Crown Model 3020-30 Forklift Truck With the following: Basic Capacity: 3,000# @ 24" Load Center Electric Controls: 36 Volt GE EV100LXT SCR Battery Discharge Indicator w/Lift Int. (Curtis #933) Mast: 3-Stage FFL 220/85/47 with Tilt Sideshifter: Hydraulic Forks: 42" x 1.5" x 4" Side and Bottom Tapped Pallet Drive Tires: Poly Steer Tires: Poly Directional Forward Steering Emergency Power Disconnect Power Steering	1	\$17,913.00	\$17,913.00
		TOTAL EQUIPMENT COST:			\$17,913.00

Initialed:  
Lessor Lessee

ANNEX C
TO
EQUIPMENT SCHEDULE NO. 775
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

To: FIRST AMERICAN MANAGEMENT GROUP, INC. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>DESCRIPTION OF EQUIPMENT Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483					
Fallsway PO#P1S89447 PRD2009A-001	1A193579 ID No:Y26893PE	Crown Model 3020-30 Forklift Truck With the following: Basic Capacity: 3,000# @ 24" Load Center Electric Controls: 36 Volt GE EV100LXT SCR Battery Discharge Indicator w/Lift Int. (Curtis #933) Mast: 3-Stage FFL 226/85/47 with Tilt Sideshifter: Hydraulic Forks: 42" x 1.5" x 4" Side and Bottom Tapered Pallet Drive Tires: Poly Steer Tires: Poly Directional Forward Steering Emergency Power Disconnect Power Steering	1	\$17,913.00	\$17,913.00

TOTAL EQUIPMENT COST:

\$17,913.00

LESSEE:
GENERAL MOTORS CORPORATION

By:



Name:

Authorized Representative

Title:

Marsha L. Smith
Purchasing Senior Buyer

Date:

4-29-98

Doc# 1234775-001

ANNEX D
TO
EQUIPMENT SCHEDULE NO. 775
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

ORIGINAL

STIPULATED LOSS VALUE TABLE*

<u>RENTAL</u>	<u>STIPULATED LOSS VALUE</u>
Interim Rent	115%
Basic Term Rent	
1	115%
2	114%
3	113%
4	112%
5	111%
6	111%
7	110%
8	110%
9	109%
10	108%
11	108%
12	107%
13	106%
14	105%
15	105%
16	104%
17	103%
18	103%
19	102%
20	101%
21	101%
22	100%
23	99%
24	98%
25	98%
26	98%
27	96%
28	95%
29	94%
30	94%
31	93%
32	92%
33	91%
34	90%
35	90%
36	89%

37	88%-
38	87%
39	86%
40	85%
41	85%
42	84%
43	83%
44	82%
45	81%
46	80%
47	79%
48	78%
49	77%
50	76%
51	76%
52	74%
53	73%
54	72%
55	71%
56	70%
57	70%
58	68%
59	67%
60	67%

*The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

Initials


Lessor


Lessee

EQUIPMENT SCHEDULE No. 816

ORIGINAL

Doc# 1294616-001

EQUIPMENT SCHEDULE
NO. 816
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

756MC60 8/16/01

Lessor and Mailing Address:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.
1600 RAND TOWER, 527 MARQUETTE AVE. S.
MINNEAPOLIS, MN 55402

Lessee and Mailing Address:

GENERAL MOTORS CORPORATION
902 E. HAMILTON AVENUE
FLINT, MI 48650

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement", said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Annex A attached hereto and made a part hereof.

B. FINANCIAL TERMS

1. Advance Rent (if any): N/A
2. Capitalized Lessor's Cost : \$20,933.00
3. Basic Term Lease Rate Factor: 1.617%
4. Daily Lease Rate Factor: 0.539%
5. Basic Term (Number of Months): 60
6. Basic Term Commencement Date: The last day of the calendar month in which the Commencement Date occurs for all the Equipment described herein.
7. Equipment Location: General Motors Corporation
Delphi Packard Electric System
Equipment Warehouse
9650 C Railroad Dr.
El Paso, TX 79924
8. Lessee's Federal Tax ID Number: 38-0572515
9. Supplier: Fallsway Equipment Company
10. Last Delivery Date: _____
11. Termination Date: The later of (i) the 60th Basic Rent Date or (ii) the last day of any extension of this Lease.
12. Purchase Option: Fair Market Value.
13. Renewal Option: Provided that an Event of Default has not occurred and this Equipment Schedule has not previously been terminated, the Lessee shall have the right at its option, upon not less than 90 days' written notice to the Lessor prior to the original Termination Date, to renew all (but not less than all) of the Equipment subject to this Equipment Schedule for a firm term renewal period requested by Lessee of 12 or 24 months at a monthly renewal rate for such term as determined by Lessee and Lessor.

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ORIGINAL

Doc# 1234816-001

14. Return Provisions: In furtherance, and not in limitation of, the use, maintenance and return conditions for the Equipment set forth in Section X of the Master Lease, Lessee hereby agrees to return the Equipment to Lessor in accordance with all of the terms and conditions of the Master lease and in compliance with the following special return conditions. Lessor or its agent shall conduct a preliminary inspection of the Equipment at the equipment location prior to the expiration of the Lease to minimize claims made after return, provided however, that Lessee shall nonetheless remain liable for the Equipment unless and until it is returned to Lessor as specified below.
1. At the time of return when loaded to its rated capacity, each unit shall:
 - a. Start under its own power and idle without water, fuel or oil leaks.
 - b. Move through its normal speed ranges in both forward and reverse;
 - c. Be in good appearance, free from all advertising, and insignia placed thereon by Lessee, in a clean condition, free of material rust and corrosion that would impede the normal operation of the units;
 - d. Steer normally right and left in both forward and reverse;
 - e. Be able to stop with its service brakes within a safe distance in both forward and reverse;
 - f. Lift, lower and tilt normally;
 2. Be complete with no missing or damaged parts and have all components able to perform the function for which they were designed in accordance with the manufacturer's recommended specifications;
 3. With respect to tires, averaged over all tires the remaining wear life shall be a minimum of 50% and there shall be no damage to any individual tire that precludes normal usage.
 4. With respect to all batteries, all batteries must be capable of maintaining not less than 90% of the rated voltage charge and amp hours as when originally delivered and originally specified by the manufacturer. With respect to the battery chargers, be capable of maintaining its rated charging capacity.

C. TAX BENEFITS

Depreciation Deductions:

- a. Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 5 years.
- c. Basis: 100% of Capitalized Lessor's Cost.

D. TERM AND RENT

1. Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on the Basic Term Commencement Date.

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ORIGINAL

Doc# 1234816-001

2. Basic Term Rent. Commencing on the Basic Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.
3. Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. INSURANCE

1. Commercial (broad form comprehensive) general liability, including contractual liability coverage, in limits of not less than \$2,000,000 per occurrence combined single limit for personal injury and property damage.
2. "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

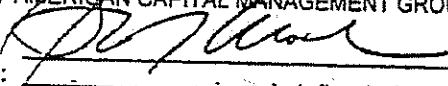
IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives.

LESSOR:

LESSEE:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.

GENERAL MOTORS CORPORATION.

By: 
Name: _____
Title: _____

By: 
Name: Marsha L. Smith
Title: Purchasing Senior Buyer

ORIGINAL

Doc# 1234816-001

ANNEX A
TO
EQUIPMENT SCHEDULE NO. 816
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

Supplier/ <u>Manufacturer</u>	Serial <u>Numbers</u>	<u>DESCRIPTION OF EQUIPMENT</u>		<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
		<u>Type and Model of Equipment</u>				
Equipment Location: General Motors Corporation Delphi Packard Electric System Equipment Warehouse 9650 C Railroad Dr. El Paso, TX 79924						
Fallsway Equipment Co. PO#P1S86768 PRD2010A-002		Crown Lift Truck Forklift Model RC3020 With the following: 36 Volt 3,000 lbs @ 24 load center Battery Discharge Indicator w/Lift Interrupt Mast: 3 Stage FFL 154/71/23 Sideshifter Hydraulic Forks: 42" Lenght Side and Bottom Tappered Pallet Drive Tires: Poly Steer Tires: Poly Emergency Power Disconnect Freight		1	\$20,933.00	\$20,933.00
TOTAL EQUIPMENT COST						\$20,933.00

Initials
Lessor Lessee

ORIGINAL

ANNEX C
TO
EQUIPMENT SCHEDULE NO. 816
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

To: FIRST AMERICAN MANAGEMENT GROUP, INC. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

		<u>DESCRIPTION OF EQUIPMENT</u>			
<u>Supplier/</u> <u>Manufacturer</u>	<u>Serial</u> <u>Numbers</u>	<u>Type and Model</u> <u>of Equipment</u>	<u>Number</u> <u>of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors Corporation Delphi Packard Electric System Equipment Warehouse 9650 C Railroad Dr. El Paso, TX 79924					
Fallsway Equipment Co. PO#P1S86768 PRD2010A-002	1A191890	Crown Lift Truck Forklift Model RC3020 With the following: 36 Volt 3,000 lbs @ 24 load center Battery Discharge Indicator w/Lift interrupt Mast: 3 Stage FFL 154/71/23 Sideshifter Hydraulic Forks: 42" Length Side and Bottom Tapered Pallet Drive Tires: Poly Steer Tires: Poly Emergency Power Disconnect Freight	1	\$20,933.00	\$20,933.00
TOTAL EQUIPMENT COST					\$20,933.00

LESSEE:
GENERAL MOTORS CORPORATION

By:

Name:
Title:

Date:

Marsha L. Smith
Authorized Representative
Marsha L. Smith
Purchasing Senior Buyer
6-8-98

00001234010-001
ORIGINAL

ANNEX D
TO
EQUIPMENT SCHEDULE NO. 816
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

STIPULATED LOSS VALUE TABLE*

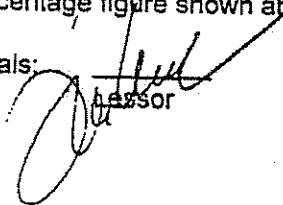
<u>RENTAL</u>	<u>STIPULATED LOSS VALUE</u>
Interim Rent	115%
Basic Term Rent	
1	115%
2	114%
3	113%
4	112%
5	111%
6	111%
7	110%
8	110%
9	109%
10	108%
11	108%
12	107%
13	106%
14	105%
15	105%
16	104%
17	103%
18	103%
19	102%
20	101%
21	101%
22	100%
23	99%
24	98%
25	93%
26	98%
27	96%
28	95%
29	94%
30	94%
31	93%
32	92%
33	91%
34	90%
35	90%
36	89%

ORIGINAL

37	88%
38	87%
39	86%
40	85%
41	85%
42	84%
43	83%
44	82%
45	81%
46	80%
47	79%
48	78%
49	77%
50	76%
51	76%
52	74%
53	73%
54	72%
55	71%
56	70%
57	70%
58	68%
59	67%
60	67%

*The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

Initials:

 Lessor


Lessee

EQUIPMENT SCHEDULE No. 819

RENEWAL NO. 1
For
Equipment Schedule No. 819
To Master Lease Agreement dated as of May 1, 1995
Between
General Motors Corporation ("Lessee")

756MC0081901-R1

And
CAI-ALJ Equipment, a division of ATEL Transatlantic Investors, Inc., as Assignee
Of

First American Capital Management Group, Inc. ("Lessor")

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule No. 819 being collectively referred to as "Lease").

The Lessee hereby agrees to extend the Basic Term for the Equipment described herein pursuant to the terms and conditions of the Lease, except as modified herein.

A. Equipment: Equipment subject to Equipment Schedule No. 819, as further described on the Attached Annex A (the "Renewal Equipment")
B. Financial Terms

1. Capitalized Lessor's Cost: \$28,796.00
2. Equipment Location: General Motors Corporation
Delphi Interior & Lighting
Delphi I - Vandalia Plant
250 Northwoods Blvd.
Bldg 48 Receiving
Vandalia, OH 45377
3. Renewal Term Lease Rate Factor/Dollars: 1.2935% / \$372.50
4. Renewal Term (Number of Months): 12
5. Renewal Term Commencement Date: October 1, 2004
6. Renewal Term Termination Date: The date the Lessee returns the items of Renewal Equipment to Lessor in the condition required by the Lease upon not less than 90 days prior written notice, but in no event earlier than September 30, 2005.

C. Term and Rent

1. Renewal Term Rent: Commencing on the Renewal Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Renewal Term, Lessee shall pay as rent ("Renewal Term Rent") the product of the Renewal Term Lease Rate Factor times the Capital Lessor's Cost of all Equipment on this Renewal.

Except as expressly modified hereby, all terms and provisions of the Lease shall remain in full force and effect. This Renewal is not binding or effective with respect to the Lease or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Renewal to be executed by their duly authorized representatives.

CAI-ALJ Equipment, a division of ATEL Transatlantic Investors, Inc.,
As Assignee of First American Capital Management Group, Inc.
("Lessor")

By:

Name:

Title:

Vasco H. Morales, Esq.

Senior Vice President

General Motors Corporation

("Lessee")

By:

Name:

Title:

Purchasing Agent

Federal I.D. Number: 38-0572515

ATEL LEGAL DEPARTMENT
APPROVED
AS TO FORM
BTA

ANNEX A
To Renewal No. 1
For
Equipment Schedule No. 819
To Master Lease Agreement dated as of May 1, 1995
Between
General Motors Corporation ("Lessee")
And
CAI-ALJ Equipment, a division of ATEL Transatlantic Investors, Inc., as Assignee
Of
First American Capital Management Group, Inc. ("Lessor")

Equipment Location:
General Motors Corporation
Delphi Interior & Lighting
Delphi I - Vandalia Plant
250 Northwoods Blvd.
Bldg 48 Receiving
Vandalia, OH 45377

	<u>SERIAL NUMBER</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>COST PER UNIT</u>	<u>TOTAL COST</u>
Hyster	A455N01522V	Hyster W30XTR	1	\$15,003.00	\$15,003.00
Hyster	A455N01521V	Hyster W30XTR	1	\$13,793.00	\$13,793.00

- See Original Schedule 819 Annex C for detailed description of equipment.

TOTAL EQUIPMENT COST: \$28,796.00

Initials:


Lessor


Lessee

ORIGINAL

Doc# 1234819-001

EQUIPMENT SCHEDULE
NO. 819
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

Lessor and Mailing Address:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.
1600 RAND TOWER, 527 MARQUETTE AVE. S.
MINNEAPOLIS, MN 55402

Lessee and Mailing Address:

GENERAL MOTORS CORPORATION
902 E. HAMILTON AVENUE
FLINT, MI 48550

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement", said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Annex A attached hereto and made a part hereof.

B. FINANCIAL TERMS

1. Advance Rent (If any): N/A
2. Capitalized Lessor's Cost: \$28,796.00
3. Basic Term Lease Rate Factor: 1.617%
4. Daily Lease Rate Factor: 0.0539%
5. Basic Term (Number of Months): 60
6. Basic Term Commencement Date: The last day of the calendar month in which the Commencement Date occurs for all the Equipment described herein.
7. Equipment Location: General Motors Corporation
Delphi Interior & Lighting
Delphi I - Vandalia Plant
250 Northwoods Blvd.
Bldg 48 Receiving
Vandalia, OH 45377
8. Lessee's Federal Tax ID Number: 38-0572515
9. Supplier: Hyster Company
10. Last Delivery Date: _____
11. Termination Date: The later of (i) the 60th Basic Rent Date or (ii) the last day of any extension of this Lease.
12. Purchase Option: Fair Market Value.
13. Renewal Option: Provided that an Event of Default has not occurred and this Equipment Schedule has not previously been terminated, the Lessee shall have the right at its option, upon not less than 90 days' written notice to the Lessor prior to the original Termination Date, to renew all (but not less than all) of the Equipment subject to this Equipment Schedule for a firm term renewal period requested by Lessee of 12 or 24 months at a monthly renewal rate for such term as determined by Lessee and Lessor.

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ORIGINAL

Doc# 1234819-001

14. Return Provisions: In furtherance, and not in limitation of, the use, maintenance and return conditions for the Equipment set forth in Section X of the Master Lease, Lessee hereby agrees to return the Equipment to Lessor in accordance with all of the terms and conditions of the Master lease and in compliance with the following special return conditions. Lessor or its agent shall conduct a preliminary inspection of the Equipment at the equipment location prior to the expiration of the Lease to minimize claims made after return, provided however, that Lessee shall nonetheless remain liable for the Equipment unless and until it is returned to Lessor as specified below.

1. At the time of return when loaded to its rated capacity, each unit shall:
 - a. Start under its own power and idle without water, fuel or oil leaks.
 - b. Move through its normal speed ranges in both forward and reverse;
 - c. Be in good appearance, free from all advertising, and insignia placed thereon by Lessee, in a clean condition, free of material rust and corrosion that would impede the normal operation of the units;
 - d. Steer normally right and left in both forward and reverse;
 - e. Be able to stop with its service brakes within a safe distance in both forward and reverse;
 - f. Lift, lower and tilt normally;
2. Be complete with no missing or damaged parts and have all components able to perform the function for which they were designed in accordance with the manufacturer's recommended specifications;
3. With respect to tires, averaged over all tires the remaining wear life shall be a minimum of 50% and there shall be no damage to any individual tire that precludes normal usage.
4. With respect to all batteries, all batteries must be capable of maintaining not less than 90% of the rated voltage charge and amp hours as when originally delivered and originally specified by the manufacturer. With respect to the battery chargers, be capable of maintaining its rated charging capacity.

C. TAX BENEFITS

Depreciation Deductions:

- a. Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 5 years.
- c. Basis: 100% of Capitalized Lessor's Cost.

D. TERM AND RENT

1. Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on the Basic Term Commencement Date.

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ORIGINAL

Doc# 1234819-001

2. Basic Term Rent. Commencing on the Basic Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.
3. Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. INSURANCE

1. Commercial (broad form comprehensive) general liability, including contractual liability coverage, in limits of not less than \$2,000,000 per occurrence combined single limit for personal injury and property damage.
2. "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no co-insurance requirement.


Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives.

LESSOR:

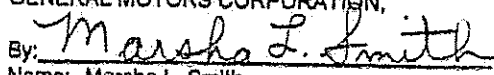
FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.

By:
Name:
Title:


DAVID L. MCCOOL
V.P. / C.F.O.

LESSEE:

GENERAL MOTORS CORPORATION,

By: 
Name: Marsha L. Smith
Title: Purchasing Senior Buyer

ORIGINAL

Doc# 1234819-001

ANNEX A
TO
EQUIPMENT SCHEDULE NO. 819
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors Corporation Delphi Interior & Lighting Delphi I - Vandalia Plant 250 Northwoods Blvd. Bldg 48 Receiving Vandalia, OH 45377					
Hyster PO#IVS36598 PR1C3521-001		Hyster W30XTR 3,000 lbs Walkie Reach Stacker - Electric Counterbalanced Model With the following: 24 Volt Transistor Controls Mast: 2 Stage 111.5" MFH/77" LH/6.5" FL Single Reach Carriage with Sideshift: 32.5" Pin Type Forks: 48" X 1.5" X 4" - MFG STD Load Wheels: 4" X 2.8" Tandem Polyurethane Drive Tires: 10" X 5" Polyurethane Freight	1	\$15,003.00	\$15,003.00
Hyster PO#IVS36598 PR1C3522-001		Hyster W30XTR 3,000 lbs Walkie Reach Stacker - Electric Counterbalanced Model With the following: 24 Volt Transistor Controls Mast: 2 Stage 111.5" MFG/77" LH/6.5" FL Single Reach Carriage Without Sideshift: 32.5" Pin Type Tilt: 4 Forward/8 Back Forks: 42" X 1.5" X 4" - MFG STD Load Wheels: 4" X 2.8" Tandem Polyurethane Drive Tires: 10" X 5" Polyurethane Freight	1	\$13,793.00	\$13,793.00

TOTAL EQUIPMENT COST: \$28,796.00

Initials
Lessor Lessee

firstamevels 819

ORIGINAL

ANNEX C
TO
EQUIPMENT SCHEDULE NO. 819
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

To: FIRST AMERICAN MANAGEMENT GROUP, INC. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

DESCRIPTION OF EQUIPMENT

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors Corporation Delphi Interior & Lighting Delphi I - Vandalia Plant 250 Northwoods Blvd. Bldg 48 Receiving Vandalia, OH 45377					
Hyster PO#IVS36598 PR1C3521-001	A455N01522V	Hyster W30XTR 3,000 lbs Walkie Reach Stacker - Electric Counterbalanced Model With the following: 24 Volt Transistor Controls Mast: 2 Stage 111.5" MFH/77" LH/6.5" FL Single Reach Carriage with Slideshift: 32.5" Pin Type Forks: 48" X 1.5" X 4" - MFG STD Load Wheels: 4" X 2.8" Tandem Polyurethane Drive Tires: 10" X 5" Polyurethane Freight	1	\$15,003.00	\$15,003.00

ORIGINAL Page 2

ANNEX C
TO
EQUIPMENT SCHEDULE NO. 819
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

DESCRIPTION OF EQUIPMENT

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors Corporation Delphi Interior & Lighting Delphi I - Vandalla Plant 250 Northwoods Blvd. Bldg 48 Receiving Vandalia, OH 45377					
Hyster PO#IVS38598 PR1C3522-001	A455N01521V	Hyster W30XTR 3,000 lbs Walkie Reach Stacker - Electric Counterbalanced Model With the following: 24 Volt Transistor Controls Mast: 2 Stage 111.5" MFG/77" LH/6.5" FL Single Reach Carriage Without Sideshift: 32.5" Pin Type Tilt: 4 Forward/8 Back Forks: 42" X 1.5" X 4" - MFG STD Load Wheels: 4" X 2.8" Tandem Polyurethane Drive Tires: 10" X 6" Polyurethane Freight	1	\$13,793.00	\$13,793.00
TOTAL EQUIPMENT COST:					\$28,796.00

LESSEE:
GENERAL MOTORS CORPORATION

By: Marsha L. Smith
Authorized Representative
Name: Marsha L. Smith
Title: Purchasing Senior Buyer
Date: 6-10-98

ANNEX D
TO
EQUIPMENT SCHEDULE NO. 819
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

STIPULATED LOSS VALUE TABLE*

<u>RENTAL</u>	<u>STIPULATED LOSS VALUE</u>
Interim Rent	115%
Basic Term Rent	
1	115%
2	114%
3	113%
4	112%
5	111%
6	111%
7	110%
8	110%
9	109%
10	108%
11	108%
12	107%
13	106%
14	105%
15	105%
16	104%
17	103%
18	103%
19	102%
20	101%
21	101%
22	100%
23	99%
24	98%
25	93%
26	98%
27	96%
28	95%
29	94%
30	94%
31	93%
32	92%
33	91%

34	90%
35	90%
36	89%
37	88%
38	87%
39	86%
40	85%
41	85%
42	84%
43	83%
44	82%
45	81%
46	80%
47	79%
48	78%
49	77%
50	76%
51	76%
52	74%
53	73%
54	72%
55	71%
56	70%
57	70%
58	68%
59	67%
60	67%

*The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

Initials:


Lessor


Lessee

EQUIPMENT SCHEDULE No. 1118

ORIGINAL

Doc# 12341118-001

EQUIPMENT SCHEDULE
NO. 1118
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

876MC012341118

Lessor and Mailing Address:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.
1600 RAND TOWER, 527 MARQUETTE AVE. S.
MINNEAPOLIS, MN 55402

Lessee and Mailing Address:

GENERAL MOTORS CORPORATION
902 E. HAMILTON AVENUE
FLINT, MI 48550

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Annex A attached hereto and made a part hereof.

B. FINANCIAL TERMS

1. Advance Rent (if any): N/A
2. Capitalized Lessor's Cost : \$176,011.00
3. Basic Term Lease Rate Factor: 1.642%
4. Daily Lease Rate Factor: 0.0547%
5. Basic Term (Number of Months): 60
6. Basic Term Commencement Date: The last day of the calendar month in which the Commencement Date occurs for all the Equipment described herein.
7. Equipment Location: General Motors de Mexico S.A. de C.V.
Various as described on Annex A attached hereto
8. Lessee's Federal Tax ID Number: 38-0572515
9. Supplier: Hyster Company
10. Last Delivery Date: _____
11. Termination Date: The later of (i) the 60th Basic Rent Date or (ii) the last day of any extension of this Lease.
12. Purchase Option: Fair Market Value.
13. Renewal Option: Provided that an Event of Default has not occurred and this Equipment Schedule has not previously been terminated, the Lessee shall have the right at its option, upon not less than 90 days' written notice to the Lessor prior to the original Termination Date, to renew all (but not less than all) of the Equipment subject to this Equipment Schedule for a firm term renewal period requested by Lessee of 12 or 24 months at a monthly renewal rate for such term as determined by Lessee and Lessor.

14. Return Provisions: In furtherance, and not in limitation of, the use, maintenance and return conditions for the Equipment set forth in Section X of the Master Lease, Lessee hereby agrees to return the Equipment to Lessor in accordance with all of the terms and conditions of the Master lease and in compliance with the following special return conditions. Lessor or its agent shall conduct a preliminary inspection of the Equipment at the equipment location prior to the expiration of the Lease to minimize claims made after return, provided however, that Lessee shall nonetheless remain liable for the Equipment unless and until it is returned to Lessor as specified below.

1. At the time of return when loaded to its rated capacity, each unit shall:
 - a. Start under its own power and idle without water, fuel or oil leaks.
 - b. Move through its normal speed ranges in both forward and reverse;
 - c. Be in good appearance, free from all advertising, and insignia placed thereon by Lessee, in a clean condition, free of material rust and corrosion that would impede the normal operation of the units;
 - d. Steer normally right and left in both forward and reverse;
 - e. Be able to stop with its service brakes within a safe distance in both forward and reverse;
 - f. Lift, lower and tilt normally;
2. Be complete with no missing or damaged parts and have all components able to perform the function for which they were designed in accordance with the manufacturer's recommended specifications;
3. With respect to tires, averaged over all tires the remaining wear life shall be a minimum of 50% and there shall be no damage to any individual tire that precludes normal usage.
4. With respect to all batteries, all batteries must be capable of maintaining not less than 90% of the rated voltage charge and amp hours as when originally delivered and originally specified by the manufacturer. With respect to the battery chargers, be capable of maintaining its rated charging capacity.
5. Tender such units to Lessor at the Equipment Location or, at the option of Lessor, at any location designated by Lessor within two thousand (2,000) kilometers of said Equipment Location.

C. TAX BENEFITS

Depreciation Deductions:

- a. Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 5 years.
- c. Basis: 100% of Capitalized Lessor's Cost.

D. TERM AND RENT

1. Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on the Basic Term Commencement Date.

ORIGINAL
Doc# 12341118-001

2. Basic Term Rent. Commencing on the Basic Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.
3. Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. INSURANCE

1. Commercial (broad form comprehensive) general liability, including contractual liability coverage, in limits of not less than \$2,000,000 per occurrence combined single limit for personal injury and property damage.
2. "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives.

LESSOR:

LESSEE:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.

GENERAL MOTORS CORPORATION

By: [Signature]

By: [Signature]

Name: _____

Name: Marsha L. Smith

Title: _____

Title: Purchasing Senior Buyer

V P / C. E. O.

ORIGINAL

ANNEX A
TO
EQUIPMENT SCHEDULE NO. 1118
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

DESCRIPTION OF EQUIPMENT

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors de Mexico S.A. de C.V. Delphi Ensamble de Cables y Components S.A. de C.V. Calle 2a. OTE #301 Parque Industrial Monterret Apadoca, Nuevo Leon, Mexico 66600					
Hyster/Hyster PO#P1S91129 PRD2015A-004		S80XL2 8,000 lb Gas Lift Truck With the following: GM - LP Gas Lever Direction Control Drive Tires: 22 x 9 x 16 Lug Steer Tires: 18 x 7 x 12.1 Lug Wide Tread Mast: 3 Stage Vista 194" MFH/91.5" LH/60.0" FL Carriage: Hook Type 48" Sideshift - Mfg Std Forks: 60" K-1 9B Engine Shutdown if Operator Leaves Seat Without Setting Park Brake Freight	1	\$31,960.00	\$31,960.00
General Motors de Mexico S.A. de C.V. Delphi Alambros Automotrices S.A. de C.V. Calle Iturbe #6970 Parque Industrial Longoria Nuevo Laredo, Tamaulipas, Mexico 81000					
Hyster/Hyster PO#P1S91129 PRD2015A-004		S80XL2 8,000 lb Gas Lift Truck With the following: GM - LP Gas Lever Direction Control Drive Tires: 22 x 9 x 16 Lug Steer Tires: 18 x 7 x 12.1 Lug Wide Tread Mast: 3 Stage Vista 194" MFH/91.5" LH/60.0" FL Carriage: Hook Type 48" Sideshift - Mfg Std Forks: 60" K-1 9B Engine Shutdown if Operator Leaves Seat Without Setting Park Brake Freight	1	\$31,960.00	\$31,960.00

ORIGINAL

ANNEX A
TO
EQUIPMENT SCHEDULE NO. 1118

DESCRIPTION OF EQUIPMENT

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
<p>Equipment Location: General Motors de Mexico S.A. de C.V. Delphi Alambros Automotrices S.A. de C.V. Av De Las Fabricas #5814 Parque Industrial Finsa Nuevo Laredo, Tamaulipas, Mexico 81000</p>					
Hyster/Hyster PO#P1S91129 PRD2015A-005		<p>B60XT 6,000 lb Capacity LP Electric Pallet Jack With the following: Controls – Transistor 24 Volt Forks: 84" Long x 28.5" Across Polyurethane Drive Tire 10"x 5" Tandem Articulating Load Wheels Butterfly Control Handle Battery Discharge Indicator With Lift Interrupt 60" Load Backrest Freight</p>	1	\$6,230.00	\$6,230.00
<p>General Motors de Mexico S.A. de C.V. Delphi Alambros Automotrices S.A. de C.V. Calle Iturbe #6970 Parque Industrial Longoria Nuevo Laredo, Tamaulipas, Mexico 81000</p>					
Hyster/Hyster PO#P1S91129 PRD2015A-006		<p>E50XM 5,000 lb Capacity Electric Lift Truck With the following: Enhanced Controls – GE EV100 ZX SCR 36 Volt Lever Direction Control Seat Actuated & Manual Park Brake SCR Hydraulics Battery Discharge Indicator w/Lift Interrupt Drive Tires: 21 x 7 x 15 Lug Non-Marking Steer Tires: 16 x 5 x 10.5 Lug Non-Marking Mast: 3 Stage Vista 189.0" MFH/82" LH/61" FL Carriage: Hook Type 38.5" Sideshift – Mfg Std Forks: 42" K-1 9B Battery Compartment ROLLERS for RH Machine Removal Freight</p>	3	\$23,235.00	\$69,705.00

ORIGINAL

Page 3

ANNEX A
TO
EQUIPMENT SCHEDULE NO. 1118

DESCRIPTION OF EQUIPMENT

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
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Equipment Location:

General Motors de Mexico S.A. de C.V.

Delphi Ensemble de Cables y Componentes S.A. de C.V.

Iturbe 1305

Sabinas Hidalgo, Nuevo Leon, Mexico 65200

Hyster/Hyster
PO#P1S91129
PRD2015A-010

B30XTR
3,000 lb Lift Truck
With the following:
24 Volt
Transistor Controls
Butterfly Type Accelerator Control
Mast: 3 Stage 182.0" MFH/83" LH/44" FL
Single Reach Carriage With Sideshift: 32.5" Pin Type
Load Backrest - 48"
Forks: 42" x 1.5" x 4" - MFG STD
Battery Discharge indicator With Lift Interrupt And Hour Meter
Load Wheels: 4" x 2.8" Tandem Polyurethane
Drive Tires: 10" x 5" Polyurethane
Freight

1

\$18,078.00

\$18,078.00

General Motors de Mexico S.A. de C.V.
Delphi Cableados S.A. de C.V.
Calz. De Lam Revolucion S/N
Parque Industrial
Guadalupe, Zacatecas, Mexico 99080

Hyster/Hyster
PO#P1S91129
PRD2015A-010

B30XTR
3,000 lb Lift Truck
With the following:
24 Volt
Transistor Controls
Butterfly Type Accelerator Control
Mast: 3 Stage 182.0" MFH/83" LH/44" FL
Single Reach Carriage With Sideshift: 32.5" Pin Type
Load Backrest - 48"
Forks: 42" x 1.5" x 4" - MFG STD
Battery Discharge indicator With Lift Interrupt And Hour Meter
Load Wheels: 4" x 2.8" Tandem Polyurethane
Drive Tires: 10" x 5" Polyurethane
Freight

1

\$18,078.00

\$18,078.00

TOTAL EQUIPMENT COST:

\$176,011.00

Initials:

Lessor Lessee

firstameels.1118

EQUIPMENT SCHEDULE NO. 1118
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

ORIGINAL

To: FIRST AMERICAN MANAGEMENT GROUP, INC. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

		DESCRIPTION OF EQUIPMENT			
Supplier/ Manufacturer	Serial Numbers	Type and Model of Equipment	Number of units	Cost/unit	Total Cost
Equipment Location: General Motors de Mexico S.A. de C.V. Delphi Ensamble de Cables y Componentes S.A. de C.V. Calle 2a. OTE #301 Parque Industrial Monterret Apadoca, Nuevo Leon, Mexico 66600					
Hyster/Hyster PO#P1S91129 PRD2015A-004	D004D05632V	S80XL2 8,000 lb Gas Lift Truck With the following: GM - LP Gas Lever Direction Control Drive Tires: 22" x 9 x 16" Lug Steer Tires: 18 x 7 x 12.1" Lug Wide Tread Mast: 3 Stage Vista 194" MFH/91.5" LH/60.0" FL Carriage: Hook Type 48" Sideshift - Mfg Std Forks: 60" K-1 9B Engine Shutdown if Operator Leaves Seat Without Setting Park Brake Freight	1	\$31,960.00	\$31,960.00
General Motors de Mexico S.A. de C.V. Delphi Alambros Automotrices S.A. de C.V. Calle Iturbe #6970 Parque Industrial Longoria Nuevo Laredo, Tamaulipas, Mexico 81000					
Hyster/Hyster PO#P1S91129 PRD2015A-004	D004D05633V	S80XL2 8,000 lb Gas Lift Truck With the following: GM - LP Gas Lever Direction Control Drive Tires: 22 x 9 x 16 Lug Steer Tires: 18 x 7 x 12.1 Lug Wide Tread Mast: 3 Stage Vista 194" MFH/91.5" LH/60.0" FL Carriage: Hook Type 48" Sideshift - Mfg Std Forks: 60" K-1 9B Engine Shutdown if Operator Leaves Seat Without Setting Park Brake Freight	1	\$31,960.00	\$31,960.00

ANNEX C
TO
EQUIPMENT SCHEDULE NO. 1118

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>DESCRIPTION OF EQUIPMENT Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors de Mexico S.A. de C.V. Delphi Alambrados Automotrices S.A. de C.V. Av De Las Fabricas #5814 Parque Industrial Finsa Nuevo Laredo, Tamaulipas, Mexico 81000					
Hyster/Hyster PO#P1S91129 PRD2015A-005	B199H05155V	B60XT 6,000 lb Capacity LP Electric Pallet Jack With the following: Controls - Transistor 24 Volt Forks: 84" Long x 28.5" Across Polyurethane Drive Tire 10"x 5" Tandem Articulating Load Wheels Butterfly Control Handle Battery Discharge Indicator With Lift Interrupt 60" Load Backrest Freight	1	\$6,230.00	\$6,230.00
General Motors de Mexico S.A. de C.V. Delphi Alambros Automotrices S.A. de C.V. Calle Iturbe #6970 Parque Industrial Longoria Nuevo Laredo, Tamaulipas, Mexico 81000					
Hyster/Hyster PO#P1S91129 PRD2015A-006	F108V12620V F108V12621V F108V12641V	E50XM 5,000 lb Capacity Electric Lift Truck With the following: Enhanced Controls - GE EV100 ZX SCR 36 Volt Lever Direction Control Seat Actuated & Manual Park Brake SCR Hydraulics Battery Discharge Indicator w/Lift Interrupt Drive Tires: 21 x 7 x 15 Lug Non-Marking Steer Tires: 16 x 5 x 10.5 Lug Non-Marking Mast: 3 Stage Vista 189.0" MFH/82" LH/61" FL Carriage: Hook Type 38.5" Sideshift - Mfg Std Forks: 42" K-1 9B Battery Compartment ROLLERS for RH Machine Removal Freight	3	\$23,235.00	\$69,705.00

ORIGINAL

ANNEX C
TO
EQUIPMENT SCHEDULE NO. 1118

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>DESCRIPTION OF EQUIPMENT Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
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Equipment Location:
General Motors de Mexico S.A. de C.V.
Delphi Ensamble de Cables y Components S.A. de C.V.
Iturbe 1305
Sabinas Hidalgo, Nuevo Leon, Mexico 65200

Hyster/Hyster PO#P1S91129 PRD2015A-010	A455N01523V	B30XTR 3,000 lb Lift Truck With the following: 24 Volt Transistor Controls Butterfly Type Accelerator Control Mast: 3 Stage 182.0" MFH/83" LH/44" FL Single Reach Carriage With Sideshift: 32.5" Pin Type Load Backrest - 48" Forks: 42" x 1.5" x 4" - MFG STD Battery Discharge indicator With Lift Interrupt And Hour Meter Load Wheels: 4" x 2.8" Tandem Polyurethane Drive Tires: 10" x 5" Polyurethane Freight	1	\$18,078.00	\$18,078.00
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General Motors de Mexico S.A. de C.V.
Delphi Cableados S.A. de C.V.
Calz. De Lam Revolucion S/N
Parque Industrial
Guadalupe, Zacatecas, Mexico 99080

Hyster/Hyster PO#P1S91129 PRD2015A-010	A455N01524V	B30XTR 3,000 lb Lift Truck With the following: 24 Volt Transistor Controls Butterfly Type Accelerator Control Mast: 3 Stage 182.0" MFH/83" LH/44" FL Single Reach Carriage With Sideshift: 32.5" Pin Type Load Backrest - 48" Forks: 42" x 1.5" x 4" - MFG STD Battery Discharge indicator With Lift Interrupt And Hour Meter Load Wheels: 4" x 2.8" Tandem Polyurethane Drive Tires: 10" x 5" Polyurethane Freight	1	\$18,078.00	\$18,078.00
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TOTAL EQUIPMENT COST:

\$176,011.00

LESSEE:
GENERAL MOTORS CORPORATION

By:



Authorized Representative

Name:

Marsha L. Smith

Title:

Purchasing Senior Buyer

Date:

2-2-99

ORIGINAL

To: FIRST AMERICAN MANAGEMENT GROUP, INC. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

DESCRIPTION OF EQUIPMENT					
Supplier/ Manufacturer	Serial Numbers	Type and Model of Equipment	Number of units	Cost/unit	Total Cost
Equipment Location: General Motors de Mexico S.A. de C.V. Delphi Ensamble de Cables y Componentes S.A. de C.V. Calle 2a. OTE #301 Parque Industrial Monterret Apadoca, Nuevo Leon, Mexico 66600					
Hyster/Hyster PO#P1S91129 PRD2015A-004	D004D05632V	S80XL2 8,000 lb Gas Lift Truck With the following: GM - LP Gas Lever Direction Control Drive Tires: 22 x 9 x 16 Lug Steer Tires: 18 x 7 x 12.1 Lug Wide Tread Mast: 3 Stage Vista 194" MFH/91.5" LH/60.0" FL Carriage: Hook Type 48" Sideshift - Mfg Std Forks: 60" K-1 9B Engine Shutdown if Operator Leaves Seat Without Setting Park Brake Freight	1	\$31,960.00	\$31,960.00
General Motors de Mexico S.A. de C.V. Delphi Alambros Automotrices S.A. de C.V. Calle Iturbe #6970 Parque Industrial Longoria Nuevo Laredo, Tamaulipas, Mexico 81000					
Hyster/Hyster PO#P1S91129 PRD2015A-004	D004D05633V	S80XL2 8,000 lb Gas Lift Truck With the following: GM - LP Gas Lever Direction Control Drive Tires: 22 x 9 x 16 Lug Steer Tires: 18 x 7 x 12.1 Lug Wide Tread Mast: 3 Stage Vista 194" MFH/91.5" LH/60.0" FL Carriage: Hook Type 48" Sideshift - Mfg Std Forks: 60" K-1 9B Engine Shutdown if Operator Leaves Seat Without Setting Park Brake Freight	1	\$31,960.00	\$31,960.00

ANNEX C
TO
EQUIPMENT SCHEDULE NO. 1118

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>DESCRIPTION OF EQUIPMENT Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors de Mexico S.A. de C.V. Delphi Alambros Automotrices S.A. de C.V. Av De Las Fabricas #5814 Parque Industrial Finsa Nuevo Laredo, Tamaulipas, Mexico 81000					
Hyster/Hyster PO#P1S91129 PRD2015A-005	B199H05155V	B60XT 6,000 lb Capacity LP Electric Pallet Jack With the following: Controls - Transistor 24 Volt Forks: 84" Long x 28.5" Across Polyurethane Drive Tire 10" x 5" Tandem Articulating Load Wheels Butterfly Control Handle Battery Discharge Indicator With Lift Interrupt 60" Load Backrest Freight	1	\$6,230.00	\$6,230.00
General Motors de Mexico S.A. de C.V. Delphi Alambros Automotrices S.A. de C.V. Calle Iturbe #6970 Parque Industrial Longoria Nuevo Laredo, Tamaulipas, Mexico 81000					
Hyster/Hyster PO#P1S91129 PRD2015A-006	F108V12620V F108V12621V F108V12641V	E50XM 5,000 lb Capacity Electric Lift Truck With the following: Enhanced Controls - GE EV100 ZX SCR 36 Volt Lever Direction Control Seat Actuated & Manual Park Brake SCR Hydraulics Battery Discharge Indicator w/Lift Interrupt Drive Tires: 21 x 7 x 15 Lug Non-Marking Steer Tires: 16 x 5 x 10.5 Lug Non-Marking Mast: 3 Stage Vista 189.0" MFH/82" LH/61" FL Carriage: Hook Type 38.5" Sideshift - Mfg Std Forks: 42" K-1 9B Battery Compartment ROLLERS for RH Machine Removal Freight	3	\$23,235.00	\$69,705.00

ANNEX C
TO
EQUIPMENT SCHEDULE NO. 1118

ORIGINAL Page 3

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>DESCRIPTION OF EQUIPMENT Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
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Equipment Location:
General Motors de Mexico S.A. de C.V.
Delphi Ensemble de Cables y Componentes S.A. de C.V.
Iturbe 1305
Sabinas Hidalgo, Nuevo Leon, Mexico 65200

Hyster/Hyster PO#P1S91129 PRD2015A-010	A455N01523V	B30XTR 3,000 lb Lift Truck With the following: 24 Volt Transistor Controls Butterfly Type Accelerator Control Mast: 3 Stage 182.0" MFH/83" LH/44" FL Single Reach Carriage With Sideshift: 32.5" Pin Type Load Backrest - 48" Forks: 42" x 1.5" x 4" - MFG STD Battery Discharge indicator With Lift Interrupt And Hour Meter Load Wheels: 4" x 2.8" Tandem Polyurethane Drive Tires: 10" x 5" Polyurethane Freight	1	\$18,078.00	\$18,078.00
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General Motors de Mexico S.A. de C.V.
Delphi Cableados S.A. de C.V.
Calz. De Lam Revolucion S/N
Parque Industrial
Guadalupe, Zacatecas, Mexico 99080

Hyster/Hyster PO#P1S91129 PRD2015A-010	A455N01524V	B30XTR 3,000 lb Lift Truck With the following: 24 Volt Transistor Controls Butterfly Type Accelerator Control Mast: 3 Stage 182.0" MFH/83" LH/44" FL Single Reach Carriage With Sideshift: 32.5" Pin Type Load Backrest - 48" Forks: 42" x 1.5" x 4" - MFG STD Battery Discharge indicator With Lift Interrupt And Hour Meter Load Wheels: 4" x 2.8" Tandem Polyurethane Drive Tires: 10" x 5" Polyurethane Freight	1	\$18,078.00	\$18,078.00
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TOTAL EQUIPMENT COST:

\$176,011.00

LESSEE:
GENERAL MOTORS CORPORATION

By:

Name:

Title:

Date:

Authorized Representative

Marsha L. Smith

Purchasing Senior Buyer

2-2-99

ANNEX B

TO

EQUIPMENT SCHEDULE NO. 1118

TO MASTER LEASE AGREEMENT

DATED AS OF MAY 1, 1995

ORIGINAL

STIPULATED LOSS VALUE TABLE*

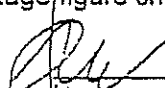
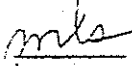
<u>RENTAL</u>	<u>STIPULATED LOSS VALUE</u>
Interim Rent	115%
Basic Term Rent	
1	114%
2	113%
3	112%
4	111%
5	111%
6	110%
7	109%
8	108%
9	107%
10	106%
11	105%
12	104%
13	103%
14	102%
15	101%
16	100%
17	99%
18	98%
19	97%
20	96%
21	95%
22	94%
23	93%
24	92%
25	91%
26	90%
27	89%
28	88%
29	87%
30	86%
31	85%
32	84%
33	83%
34	82%
35	81%
36	80%
37	79%
38	77%

39	Affidavit Pg 104 of 194 76%
40	75%
41	74%
42	73%
43	72%
44	71%
45	69%
46	68%
47	67%
48	66%
49	65%
50	64%
51	62%
52	61%
53	60%
54	59%
55	57%
56	56%
57	57%
58	54%
59	52%
60	51%

ORIGINAL

*The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

Initials:


Lessor
Lessee

25

EQUIPMENT SCHEDULE NO. 1134

EQUIPMENT SCHEDULE
NO. 1134
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

876 MCO 12341134

Lessor and Mailing Address:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.
1600 RAND TOWER, 527 MARQUETTE AVE. S.
MINNEAPOLIS, MN 55402

Lessee and Mailing Address:

GENERAL MOTORS CORPORATION
902 E. HAMILTON AVENUE
FLINT, MI 48550

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Annex A attached hereto and made a part hereof.

B. FINANCIAL TERMS

1. Advance Rent (if any): N/A
2. Capitalized Lessor's Cost : \$594,935.00
3. Basic Term Lease Rate Factor: 1.642%
4. Daily Lease Rate Factor: 0.0547%
5. Basic Term (Number of Months): 60
6. Basic Term Commencement Date: The last day of the calendar month in which the Commencement Date occurs for all the Equipment described herein.
7. Equipment Location: General Motors de Mexico S.A. de C.V.
Various as described on Annex A attached hereto
8. Lessee's Federal Tax ID Number: 38-0572515
9. Supplier: Hyster Company
10. Last Delivery Date: _____
11. Termination Date: The later of (i) the 60th Basic Rent Date or (ii) the last day of any extension of this Lease.
12. Purchase Option: Fair Market Value.
13. Renewal Option: Provided that an Event of Default has not occurred and this Equipment Schedule has not previously been terminated, the Lessee shall have the right at its option, upon not less than 90 days' written notice to the Lessor prior to the original Termination Date, to renew all (but not less than all) of the Equipment subject to this Equipment Schedule for a firm term renewal period requested by Lessee of 12 or 24 months at a monthly renewal rate for such term as determined by Lessee and Lessor.

14. Return Provisions: In furtherance, and not in limitation of, the use, maintenance and return conditions for the Equipment set forth in Section X of the Master Lease, Lessee hereby agrees to return the Equipment to Lessor in accordance with all of the terms and conditions of the Master lease and in compliance with the following special return conditions. Lessor or its agent shall conduct a preliminary inspection of the Equipment at the equipment location prior to the expiration of the Lease to minimize claims made after return, provided however, that Lessee shall nonetheless remain liable for the Equipment unless and until it is returned to Lessor as specified below.

1. At the time of return when loaded to its rated capacity, each unit shall:
 - a. Start under its own power and idle without water, fuel or oil leaks.
 - b. Move through its normal speed ranges in both forward and reverse;
 - c. Be in good appearance, free from all advertising, and insignia placed thereon by Lessee, in a clean condition, free of material rust and corrosion that would impede the normal operation of the units;
 - d. Steer normally right and left in both forward and reverse;
 - e. Be able to stop with its service brakes within a safe distance in both forward and reverse;
 - f. Lift, lower and tilt normally;
2. Be complete with no missing or damaged parts and have all components able to perform the function for which they were designed in accordance with the manufacturer's recommended specifications;
3. With respect to tires, averaged over all tires the remaining wear life shall be a minimum of 50% and there shall be no damage to any individual tire that precludes normal usage.
4. With respect to all batteries, all batteries must be capable of maintaining not less than 90% of the rated voltage charge and amp hours as when originally delivered and originally specified by the manufacturer. With respect to the battery chargers, be capable of maintaining its rated charging capacity.
5. Tender such units to Lessor at the Equipment Location or, at the option of Lessor, at any location designated by Lessor within two thousand (2,000) kilometers of said Equipment Location.

C. TAX BENEFITS

Depreciation Deductions:

- a. Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 5 years.
- c. Basis: 100% of Capitalized Lessor's Cost.

D. TERM AND RENT

1. Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on the Basic Term Commencement Date.

2. Basic Term Rent. Commencing on the Basic Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.
3. Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. INSURANCE

1. Commercial (broad form comprehensive) general liability, including contractual liability coverage, in limits of not less than \$2,000,000 per occurrence combined single limit for personal injury and property damage.
2. "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives.

LESSOR:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.

By:

Name:

Title:


V. P. / C. F. O.

LESSEE:

GENERAL MOTORS CORPORATION,

By:

Name: Marsha L. Smith

Title: Purchasing Senior Buyer



TO

EQUIPMENT SCHEDULE NO. 1134

TO MASTER LEASE AGREEMENT

DATED AS OF MAY 1, 1995

DESCRIPTION OF EQUIPMENT

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Ave. Rio Bravo S/N Plarque Ind. Rio Bravo Juarez, Chihuahua, Mexico 32659					
Hyster/Hyster PO#P1S07176 PRD2093A-001		E45XM 4,500 lb Capacity Electric Lift Truck With the following: Enhanced Control Package GE EV100 ZX SCR 36 Volt Lever Direction Control SCR Hydraulics Seat Actuated and Manual Brake Battery Discharge Ind. With Lift Interrupt – MFG STD Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL Carriage: Hook Type 38.5" Sideshift – MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers Freight	2	\$20,515.00	\$41,030.00
Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Parque Ind. Paquime Monte Alban y Tulum Casas Grandes, Chihuahua, Mexico 33700					
Hyster/Hyster PO#P1S07176 PRD2093A-001		E45XM 4,500 lb Capacity Electric Lift Truck With the following: Enhanced Control Package GE EV100 ZX SCR 36 Volt Lever Direction Control SCR Hydraulics Seat Actuated and Manual Brake Battery Discharge Ind. With Lift Interrupt – MFG STD Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL Carriage: Hook Type 38.5" Sideshift – MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers Freight	2	\$20,515.00	\$41,030.00

TO

EQUIPMENT SCHEDULE NO. 1134

DESCRIPTION OF EQUIPMENT

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Carretera A Anahuac KM. 5 Cuauhtemoc, Chihuahua, Mexico 31578					
Hyster/Hyster PO#P1S07176 PRD2093A-001		E45XM 4,500 lb Capacity Electric Lift Truck With the following: Enhanced Control Package GE EV100 ZX SCR 36 Volt Lever Direction Control SCR Hydraulics Seat Actuated and Manual Brake Battery Discharge Ind. With Lift Interrupt - MFG STD Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL Carriage: Hook Type 38.5" Sideshift - MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers Freight	1	\$20,515.00	\$20,515.00
Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Parque Ind. Americas Chihuahua, Chihuahua, Mexico 31200					
Hyster/Hyster PO#P1S07176 PRD2093A-001		E45XM 4,500 lb Capacity Electric Lift Truck With the following: Enhanced Control Package GE EV100 ZX SCR 36 Volt Lever Direction Control SCR Hydraulics Seat Actuated and Manual Brake Battery Discharge Ind. With Lift Interrupt - MFG STD Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL Carriage: Hook Type 38.5" Sideshift - MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers Freight	2	\$20,515.00	\$41,030.00

TO

EQUIPMENT SCHEDULE NO. 1134

DESCRIPTION OF EQUIPMENT

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Carr. Panamericana Chihuahua, Chihuahua, Mexico 31090					
Hyster/Hyster PO#P1S07176 PRD2093A-001		E45XM 4,500 lb Capacity Electric Lift Truck With the following: Enhanced Control Package GE EV100 ZX SCR 36 Volt Lever Direction Control SCR Hydraulics Seat Actuated and Manual Brake Battery Discharge Ind. With Lift Interrupt – MFG STD Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL Carriage: Hook Type 38.5" Sideshift – MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers Freight	3	\$20,515.00	\$61,545.00
Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Ave. 3 y 16 Poniente Delicias, Chihuahua, Mexico 745897					
Hyster/Hyster PO#P1S07176 PRD2093A-001		E45XM 4,500 lb Capacity Electric Lift Truck With the following: Enhanced Control Package GE EV100 ZX SCR 36 Volt Lever Direction Control SCR Hydraulics Seat Actuated and Manual Brake Battery Discharge Ind. With Lift Interrupt – MFG STD Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL Carriage: Hook Type 38.5" Sideshift – MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers Freight	2	\$20,515.00	\$41,030.00

DESCRIPTION OF EQUIPMENT

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Carr. Panamericana KM. 1588 Meoqui, Chihuahua, Mexico 732042					
Hyster/Hyster PO#P1S07176 PRD2093A-001		E45XM 4,500 lb Capacity Electric Lift Truck With the following: Enhanced Control Package GE EV100 ZX SCR 36 Volt Lever Direction Control SCR Hydraulics Seat Actuated and Manual Brake Battery Discharge Ind. With Lift Interrupt – MFG STD Drive Tires: 21' x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL Carriage: Hook Type 38.5" Sideshift – MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers Freight	2	\$20,515.00	\$41,030.00
Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Blvd. Macario Gaxiola 1001 Sur Col. R. Jaramillo Mochis, Sinaloa, Mexico 81280					
Hyster/Hyster PO#P1S07176 PRD2093A-001		E45XM 4,500 lb Capacity Electric Lift Truck With the following: Enhanced Control Package GE EV100 ZX SCR 36 Volt Lever Direction Control SCR Hydraulics Seat Actuated and Manual Brake Battery Discharge Ind. With Lift Interrupt – MFG STD Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL Carriage: Hook Type 38.5" Sideshift – MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers Freight	3	\$20,515.00	\$61,545.00

ANNEX A

TO
EQUIPMENT SCHEDULE NO. 1134

ORIGINAL

DESCRIPTION OF EQUIPMENT

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
<u>Equipment Location:</u> Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Ave. Perez Serna/Dunant Parque Ind. Omega Juarez, Chihuahua, Mexico 32320					
Hyster/Hyster PO#P1S07176 PRD2093A-001		E45XM 4,500 lb Capacity Electric Lift Truck With the following: Enhanced Control Package GE EV100 ZX SCR 36 Volt Lever Direction Control SCR Hydraulics Seat Actuated and Manual Brake Battery Discharge Ind. With Lift Interrupt - MFG STD Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL Carriage: Hook Type 38.5" Sideshift - MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers Freight	3	\$20,515.00	\$61,545.00
Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Ave. Tecnologico y Juan Kepler #69616 Juarez, Chihuahua, Mexico 32500					
Hyster/Hyster PO#P1S07176 PRD2093A-001		E45XM 4,500 lb Capacity Electric Lift Truck With the following: Enhanced Control Package GE EV100 ZX SCR 36 Volt Lever Direction Control SCR Hydraulics Seat Actuated and Manual Brake Battery Discharge Ind. With Lift Interrupt - MFG STD Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL Carriage: Hook Type 38.5" Sideshift - MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers Freight	2	\$20,515.00	\$41,030.00

- DESCRIPTION OF EQUIPMENT

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Fresnel Farenheit #8626 Parque Ind. Bermudez Juarez, Chihuahua, Mexico 32310					
Hyster/Hyster PO#P1S07176 PRD2093A-001		E45XM 4,500 lb Capacity Electric Lift Truck With the following: Enhanced Control Package GE EV100 ZX SCR 36 Volt Lever Direction Control SCR Hydraulics Seat Actuated and Manual Brake Battery Discharge Ind. With Lift Interrupt – MFG STD Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL Carriage: Hook Type 38.5" Sideshift – MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers Freight	1	\$20,515.00	\$20,515.00
Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Calle Tapoco #6466 Juarez, Chihuahua, Mexico 32320					
Hyster/Hyster PO#P1S07176 PRD2093A-001		E45XM 4,500 lb Capacity Electric Lift Truck With the following: Enhanced Control Package GE EV100 ZX SCR 36 Volt Lever Direction Control SCR Hydraulics Seat Actuated and Manual Brake Battery Discharge Ind. With Lift Interrupt – MFG STD Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL Carriage: Hook Type 38.5" Sideshift – MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers Freight	3	\$20,515.00	\$61,545.00

ORIGINAL

Page 7

ANNEX A
TO
- EQUIPMENT SCHEDULE NO. 1134

DESCRIPTION OF EQUIPMENT

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Ave. Rio Bravo S/N Parque Ind. Rio Bravo Juarez, Chihuahua, Mexico 32660					
Hyster/Hyster PO#P1S07176 PRD2093A-001		E45XM 4,500 lb Capacity Electric Lift Truck With the following: Enhanced Control Package GE EV100 ZX SCR 36 Volt Lever Direction Control SCR Hydraulics Seat Actuated and Manual Brake Battery Discharge Ind. With Lift Interrupt - MFG STD Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL Carriage: Hook Type 38.5" Sideshift - MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers Freight	3	\$20,515.00	\$61,545.00
TOTAL EQUIPMENT COST:					\$594,935.00

Initials
Lessor - Lessee

TO
EQUIPMENT SCHEDULE NO. 1134
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

ORIGINAL

To: FIRST AMERICAN MANAGEMENT GROUP, INC. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>DESCRIPTION OF EQUIPMENT Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Ave. Rio Bravo S/N Plarque Ind. Rio Bravo Juarez, Chihuahua, Mexico 32659					
Hyster/Hyster PO#P1S07176 PRD2093A-001	F108V14566V F108V14569V	E45XM 4,500 lb Capacity Electric Lift Truck With the following: Enhanced Control Package GE EV100 ZX SCR 36 Volt Lever Direction Control SCR Hydraulics Seat Actuated and Manual Brake Battery Discharge Ind. With Lift Interrupt – MFG STD Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL Carriage: Hook Type 38.5" Sideshift – MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers Freight	2	\$20,515.00	\$41,030.00

ANNEX C

TO

EQUIPMENT SCHEDULE NO. 1134

ORIGINAL

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>DESCRIPTION OF EQUIPMENT Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Parque Ind. Paquime Monte Alban y Tulum Casas Grandes, Chihuahua, Mexico 33700					
Hyster/Hyster PO#P1S07176 PRD2093A-001	F108V14543V F108V14644V	E45XM 4,500 lb Capacity Electric Lift Truck With the following: Enhanced Control Package GE EV100 ZX SCR 36 Volt Lever Direction Control SCR Hydraulics Seat Actuated and Manual Brake Battery Discharge Ind. With Lift Interrupt – MFG STD Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL Carriage: Hook Type 38.5" Sideshift – MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers Freight	2	\$20,515.00	\$41,030.00
Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Carretera A Anahuac KM. 5 Cuauhtemoc, Chihuahua, Mexico 31578					
Hyster/Hyster PO#P1S07176 PRD2093A-001	F108V14565V	E45XM 4,500 lb Capacity Electric Lift Truck With the following: Enhanced Control Package GE EV100 ZX SCR 36 Volt Lever Direction Control SCR Hydraulics Seat Actuated and Manual Brake Battery Discharge Ind. With Lift Interrupt – MFG STD Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL Carriage: Hook Type 38.5" Sideshift – MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers Freight	1	\$20,515.00	\$20,515.00

EQUIPMENT SCHEDULE NO. 1134

		DESCRIPTION OF EQUIPMENT			
<u>Supplier/</u> <u>Manufacturer</u>	<u>Serial</u> <u>Numbers</u>	<u>Type and Model</u> <u>of Equipment</u>	<u>Number</u> <u>of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Parque Ind. Americas Chihuahua, Chihuahua, Mexico 31200					
Hyster/Hyster PO#P1S07176 PRD2093A-001	F108V14544V F108V14570V	E45XM 4,500 lb Capacity Electric Lift Truck With the following: Enhanced Control Package GE EV100 ZX SCR 36 Volt Lever Direction Control SCR Hydraulics Seat Actuated and Manual Brake Battery Discharge Ind. With Lift Interrupt – MFG STD Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL Carriage: Hook Type 38.5" Sideshift – MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers Freight	2	\$20,515.00	\$41,030.00
Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Carr. Panamericana Chihuahua, Chihuahua, Mexico 31090					
Hyster/Hyster PO#P1S07176 PRD2093A-001	F108V14539V F108V14541V F108V14572V	E45XM 4,500 lb Capacity Electric Lift Truck With the following: Enhanced Control Package GE EV100 ZX SCR 36 Volt Lever Direction Control SCR Hydraulics Seat Actuated and Manual Brake Battery Discharge Ind. With Lift Interrupt – MFG STD Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL Carriage: Hook Type 38.5" Sideshift – MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers Freight	3	\$20,515.00	\$61,545.00

ORIGINAL Page 4

ANNEX C
TO
EQUIPMENT SCHEDULE NO. 1134

Supplier/ Manufacturer	Serial Numbers	DESCRIPTION OF EQUIPMENT Type and Model of Equipment	Number of units	Cost/unit	Total Cost
Equipment Location: Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Ave. 3 y 16 Poniente Delicias, Chihuahua, Mexico 745897					
Hyster/Hyster PO#P1S07176 PRD2093A-001	F108V14540V- F108V14650V	E45XM 4,500 lb Capacity Electric Lift Truck With the following: Enhanced Control Package GE EV100 ZX SCR 36 Volt Lever Direction Control SCR Hydraulics Seat Actuated and Manual Brake Battery Discharge Ind. With Lift Interrupt – MFG STD Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL Carriage: Hook Type 38.5" Sideshift – MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers Freight	2	\$20,515.00	\$41,030.00
Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Carr. Panamericana KM. 1588 Meoqui, Chihuahua, Mexico 732042					
Hyster/Hyster PO#P1S07176 PRD2093A-001	F108V14649V F108V14651V	E45XM 4,500 lb Capacity Electric Lift Truck With the following: Enhanced Control Package GE EV100 ZX SCR 36 Volt Lever Direction Control SCR Hydraulics Seat Actuated and Manual Brake Battery Discharge Ind. With Lift Interrupt – MFG STD Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL Carriage: Hook Type 38.5" Sideshift – MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers Freight	2	\$20,515.00	\$41,030.00

ORIGINAL Page 1

ANNEX C
TO
EQUIPMENT SCHEDULE NO. 1134

Supplier/ Manufacturer	Serial Numbers	DESCRIPTION OF EQUIPMENT Type and Model of Equipment	Number of units	Cost/unit	Total Cost
Equipment Location: Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Blvd. Macario Gaxiola 1001 Sur Col. R. Jaramillo Mochis, Sinaloa, Mexico 81280					
Hyster/Hyster PO#P1S07176 PRD2093A-001	F108V14573V F108V14643V F108V14646V	E45XM 4,500 lb Capacity Electric Lift Truck With the following: Enhanced Control Package GE EV100 ZX SCR 36 Volt Lever Direction Control SCR Hydraulics Seat Actuated and Manual Brake Battery Discharge Ind. With Lift Interrupt – MFG STD Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL Carriage: Hook Type 38.5" Sideshift – MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers Freight	3	\$20,515.00	\$61,545.00
Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Ave. Perez Serna/Dunant Parque Ind. Omega Juarez, Chihuahua, Mexico 32320					
Hyster/Hyster PO#P1S07176 PRD2093A-001	F108V14571V F108V14641V F108V14642V	E45XM 4,500 lb Capacity Electric Lift Truck With the following: Enhanced Control Package GE EV100 ZX SCR 36 Volt Lever Direction Control SCR Hydraulics Seat Actuated and Manual Brake Battery Discharge Ind. With Lift Interrupt – MFG STD Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL Carriage: Hook Type 38.5" Sideshift – MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers Freight	3	\$20,515.00	\$61,545.00

ANNEX C
TO
EQUIPMENT SCHEDULE NO. 1134

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>DESCRIPTION OF EQUIPMENT</u> <u>Type and Model</u> <u>of Equipment</u>	<u>Number</u> <u>of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Ave. Tecnologico y Juan Kepler #69616 Juarez, Chihuahua, Mexico 32500					
Hyster/Hyster PO#P1S07176 PRD2093A-001	F108V14536V F108V14538V	E45XM 4,500 lb Capacity Electric Lift Truck With the following: Enhanced Control Package GE EV100 ZX SCR 36 Volt Lever Direction Control SCR Hydraulics Seat Actuated and Manual Brake Battery Discharge Ind. With Lift Interrupt – MFG STD Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL Carriage: Hook Type 38.5" Sideshift – MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers Freight	2	\$20,515.00	\$41,030.00
Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Fresnel Farenheit #8626 Parque Ind, Bermudez Juarez, Chihuahua, Mexico 32310					
Hyster/Hyster PO#P1S07176 PRD2093A-001	F108V14647V	E45XM 4,500 lb Capacity Electric Lift Truck With the following: Enhanced Control Package GE EV100 ZX SCR 36 Volt Lever Direction Control SCR Hydraulics Seat Actuated and Manual Brake Battery Discharge Ind. With Lift Interrupt – MFG STD Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL Carriage: Hook Type 38.5" Sideshift – MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers Freight	1	\$20,515.00	\$20,515.00

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ANNEX C
TO
EQUIPMENT SCHEDULE NO. 1134

<u>DESCRIPTION OF EQUIPMENT</u>					
<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Calle Tapoco #6466 Juarez, Chihuahua, Mexico 32320					
Hyster/Hyster	F108V14545V	E45XM	3	\$20,515.00	\$61,545.00
PO#P1S07176	F108V14645V	4,500 lb Capacity Electric Lift Truck			
PRD2093A-001	F108V14652V	With the following: Enhanced Control Package GE EV100 ZX SCR 36 Volt Lever Direction Control SCR Hydraulics Seat Actuated and Manual Brake Battery Discharge Ind. With Lift Interrupt – MFG STD Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL Carriage: Hook Type 38.5" Sideshift – MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers Freight			

ORIGINAL Page 8

ANNEX C

TO

EQUIPMENT SCHEDULE NO. 1134

Supplier/ Manufacturer	Serial Numbers	DESCRIPTION OF EQUIPMENT Type and Model of Equipment	Number of units	Cost/unit	Total Cost
Equipment Location: Delphi Packard Electric Systems General Motors de Mexico S.A. de C.V. Ave. Río Bravo S/N Parque Ind. Río Bravo Juarez, Chihuahua, Mexico 32660					
Hyster/Hyster	F108V14542V	E45XM	3	\$20,515.00	\$61,545.00
PO#P1S07176	F108V14567V	4,500 lb Capacity Electric Lift Truck			
PRD2093A-001	F108V14548V	With the following: Enhanced Control Package GE EV100 ZX SCR 36 Volt Lever Direction Control SCR Hydraulics Seat Actuated and Manual Brake Battery Discharge Ind. With Lift Interrupt - MFG STD Drive Tires: 21 x 7 x 15 Smooth Steer Tires: 16 x 5 x 10.5 Poly Mast: 2 Stage Vista 131" MFH/84" LH/62.0" FL Carriage: Hook Type 38.5" Sideshift - MFG STD Forks: 42" x 1.5" x 4" Battery Compartment Rollers Freight			

TOTAL EQUIPMENT COST:

\$594,935.00

LESSEE:

GENERAL MOTORS CORPORATION

By:

Marsha L. Smith

Authorized Representative

Name:

Marsha L. Smith

Title:

Purchasing Senior Buyer

Date:

2-23-99

ORIGINAL

TO
EQUIPMENT SCHEDULE NO. 1134
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

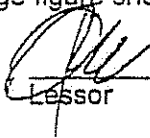
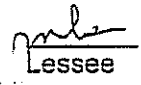

STIPULATED LOSS VALUE TABLE*

<u>RENTAL</u>	<u>STIPULATED LOSS VALUE</u>
Interim Rent	115%
Basic Term Rent	
1	114%
2	113%
3	112%
4	111%
5	111%
6	110%
7	109%
8	108%
9	107%
10	106%
11	105%
12	104%
13	103%
14	102%
15	101%
16	100%
17	99%
18	98%
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20	96%
21	95%
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23	93%
24	92%
25	91%
26	90%
27	89%
28	88%
29	87%
30	86%
31	85%
32	84%
33	83%
34	82%
35	81%
36	80%
37	79%
38	77%

39	76%
40	75%
41	74%
42	73%
43	72%
44	71%
45	69%
46	68%
47	67%
48	66%
49	65%
50	64%
51	62%
52	61%
53	60%
54	59%
55	57%
56	56%
57	57%
58	54%
59	52%
60	51%

*The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

Initials:

 Lessor  Lessee 

EQUIPMENT SCHEDULE NO. 1135

ORIGINAL

Doc# 12341135-001

EQUIPMENT SCHEDULE
NO. 1135
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

876MCO12341135

Lessor and Mailing Address:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.
1600 RAND TOWER, 527 MARQUETTE AVE. S.
MINNEAPOLIS, MN 55402

Lessee and Mailing Address:

GENERAL MOTORS CORPORATION
902 E. HAMILTON AVENUE
FLINT, MI 48550

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"); said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Annex A attached hereto and made a part hereof.

B. FINANCIAL TERMS

1. Advance Rent (if any): N/A
2. Capitalized Lessor's Cost : \$39,840.00
3. Basic Term Lease Rate Factor: 1.642%
4. Daily Lease Rate Factor: 0.0547%
5. Basic Term (Number of Months): 60
6. Basic Term Commencement Date: The last day of the calendar month in which the Commencement Date occurs for all the Equipment described herein.
7. Equipment Location: General Motors de Mexico S.A. de C.V.
Delphi P. E. S.
Predio Santo Tomas
Anillo Perimetral
Parral, Chihuahua, Mexico 131090
8. Lessee's Federal Tax ID Number: 38-0572515
9. Supplier: Hyater Company
10. Last Delivery Date: _____
11. Termination Date: The later of (i) the 60th Basic Rent Date or (ii) the last day of any extension of this Lease.
12. Purchase Option: Fair Market Value.
13. Renewal Option: Provided that an Event of Default has not occurred and this Equipment Schedule has not previously been terminated, the Lessee shall have the right at its option, upon not less than 90 days' written notice to the Lessor prior to the original Termination Date, to renew all (but not less than all) of the Equipment subject to this Equipment Schedule for a firm term renewal period requested by Lessee of 12 or 24 months at a monthly renewal rate for such term as determined by Lessee and Lessor.

Doc# 12344135-001 ORIGINAL

14. Return Provisions: In furtherance, and not in limitation of, the use, maintenance and return conditions for the Equipment set forth in Section X of the Master Lease, Lessee hereby agrees to return the Equipment to Lessor in accordance with all of the terms and conditions of the Master lease and in compliance with the following special return conditions. Lessor or its agent shall conduct a preliminary inspection of the Equipment at the equipment location prior to the expiration of the Lease to minimize claims made after return, provided however, that Lessee shall nonetheless remain liable for the Equipment unless and until it is returned to Lessor as specified below.

1. At the time of return when loaded to its rated capacity, each unit shall:
 - a. Start under its own power and idle without water, fuel or oil leaks.
 - b. Move through its normal speed ranges in both forward and reverse;
 - c. Be in good appearance, free from all advertising, and insignia placed thereon by Lessee, in a clean condition, free of material rust and corrosion that would impede the normal operation of the units;
 - d. Steer normally right and left in both forward and reverse;
 - e. Be able to stop with its service brakes within a safe distance in both forward and reverse;
 - f. Lift, lower and tilt normally;
2. Be complete with no missing or damaged parts and have all components able to perform the function for which they were designed in accordance with the manufacturer's recommended specifications;
3. With respect to tires, averaged over all tires the remaining wear life shall be a minimum of 50% and there shall be no damage to any individual tire that precludes normal usage.
4. With respect to all batteries, all batteries must be capable of maintaining not less than 90% of the rated voltage charge and amp hours as when originally delivered and originally specified by the manufacturer. With respect to the battery chargers, be capable of maintaining its rated charging capacity.
5. Tender such units to Lessor at the Equipment Location or, at the option of Lessor, at any location designated by Lessor within two thousand (2,000) kilometers of said Equipment Location.

C. TAX BENEFITS

Depreciation Deductions:

- a. Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 5 years.
- c. Basis: 100% of Capitalized Lessor's Cost.

D. TERM AND RENT

1. Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on the Basic Term Commencement Date.

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Doc# 12341135-001

2. Basic Term Rent. Commencing on the Basic Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.
3. Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. INSURANCE

1. Commercial (broad form comprehensive) general liability, including contractual liability coverage, in limits of not less than \$2,000,000 per occurrence combined single limit for personal injury and property damage.
2. "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives.

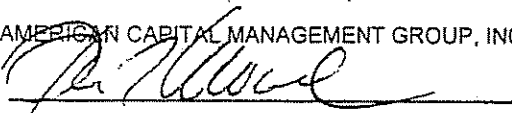
LESSOR:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.

By:

Name:

Title:


L. MOORE
V P / C. F. O.

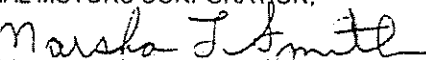
LESSEE:

GENERAL MOTORS CORPORATION,

By:

Name:

Title:


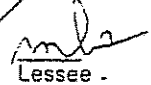

Marsha L. Smith
Purchasing Senior Buyer

ANNEX A
TO
EQUIPMENT SCHEDULE NO. 1135
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

ORIGINAL

DESCRIPTION OF EQUIPMENT

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors de Mexico S.A. de C.V. Delphi P. E. S. Predio Santo Tomas Anillo Perimetral Parral, Chihuahua, Mexico 131090					
Hyster/Hyster PO#P1S01110 PRD2054A-001		W20XTA 2,000 lb Capacity Electric Walkie Stacker With the following: Voltage: 24V Battery Discharge Indicator with Lift Interrupt Drive Tire: Poly Load Wheels: Dual Poly Mast: 3 Stage 182/83/44FFL Sideshifter: MFG STD Butterfly Control Handle Three Speed Forward and Reverse Freight	4	\$9,960.00	\$39,840.00
TOTAL EQUIPMENT COST:					\$39,840.00

Initialed:  
Lessor Lessee

ANNEX C
TO
EQUIPMENT SCHEDULE NO. 1135
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

ORIGINAL

To: FIRST AMERICAN MANAGEMENT GROUP, INC. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

		DESCRIPTION OF EQUIPMENT			
Supplier/ Manufacturer	Serial Numbers	Type and Model of Equipment	Number of units	Cost/unit	Total Cost
Equipment Location: General Motors de Mexico S.A. de C.V. Delphi P. E. S. Predio Santo Tomas Anillo Perimetral Parral, Chihuahua, Mexico 131090					
Hyster/Hyster PO#P1S01110 PRD2054A-001	A453N01553V A453N01554V A453N01555V A453N01556V	W20XTA 2,000 lb Capacity Electric Walkie Stacker With the following: Voltage: 24V Battery Discharge Indicator with Lift Interrupt Drive Tire: Poly Load Wheels: Dual Poly Mast: 3 Stage 182/83/44FFL Sideshifter: MFG STD Butterfly Control Handle Three Speed Forward and Reverse Freight	4	\$9,960.00	\$39,840.00
TOTAL EQUIPMENT COST:					\$39,840.00

LESSEE:
GENERAL MOTORS CORPORATION

By:

Marsha L. Smith

Authorized Representative

Name:

Marsha L. Smith

Title:

Purchasing Senior Buyer

Date:

3-4-99

ANNEX D
TO
EQUIPMENT SCHEDULE NO. 1135
TO MASTER LEASE AGREEMENT
DATED AS OF MAY 1, 1995

ORIGINAL

STIPULATED LOSS VALUE TABLE*

<u>RENTAL</u>	<u>STIPULATED LOSS VALUE</u>
Interim Rent	115%
Basic Term Rent	
1	114%
2	113%
3	112%
4	111%
5	111%
6	110%
7	109%
8	108%
9	107%
10	106%
11	105%
12	104%
13	103%
14	102%
15	101%
16	100%
17	99%
18	98%
19	97%
20	96%
21	95%
22	94%
23	93%
24	92%
25	91%
26	90%
27	89%
28	88%
29	87%
30	86%
31	85%
32	84%
33	83%
34	82%
35	81%
36	80%
37	79%
38	77%

ORIGINAL

39	76%
40	75%
41	74%
42	73%
43	72%
44	71%
45	69%
46	68%
47	67%
48	66%
49	65%
50	64%
51	62%
52	61%
53	60%
54	59%
55	57%
56	56%
57	57%
58	54%
59	52%
60	51%

*The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

Initials:

[Signature]
Lessor

[Signature]
Lessee

EQUIPMENT SCHEDULE NO. A-1

PSL

EQUIPMENT SCHEDULE

SCHEDULE NO. A-1

DATED THIS 7TH DAY OF AUGUST, 1995
TO MASTER LEASE AGREEMENT NO. 9808MIG512
DATED AS OF AUGUST 1, 1995

Lessor and Mailing Address:

AMERICAN FINANCE GROUP

98 NORTH WASHINGTON STREET

BOSTON, MA 02114

Lessee and Mailing Address:

GENERAL MOTORS CORPORATION, DELPHI
HARRISON THERMAL SYSTEMS

200 UPPER MOUNTAIN ROAD / BLDG. 7A

LOCKPORT, NY 14094

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Schedule B attached hereto and made a part hereof.

B. FINANCIAL TERMS

1. Advance Rent (if any): N/A
2. Capitalized Lessor's Cost: \$221,850.00
3. Basic Term Lease Rate Factor: .014783000
4. Daily Lease Rate Factor: .000492767
5. Basic Term (Number of Months): 60
6. Basic Term Commencement Date: 10-01-95
7. Equipment Location: see Annex A
8. Lessee's Federal Tax ID Number: 01-253-9643
9. Supplier: see Annex A
10. Last Delivery Date: see Annex A
11. First Termination Date: 01-01-96 (3) months after the Basic Term Commencement Date.
12. Option Price: Fair Market Value

C. TAX BENEFITS

Depreciation Deductions:

- a. Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 5 years.
- c. Basis: One Hundred percent (100%) of Capitalized Lessor's Cost.

D. TERM AND RENT

1. Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on October 1, 1995.
2. Basic Term Rent. Commencing on October 1, 1995, and on the same day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.
3. Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraph 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. RETURN CONDITIONS

In furtherance, and not in limitation of, the use, maintenance and return conditions for the Equipment set forth in Sections V and X of the Agreement, Lessee hereby agrees to return the Equipment to Lessor in accordance with all of the terms and conditions of the Agreement and in compliance with the following special return conditions:

Each item of Equipment shall be in both good appearance and operating condition, less reasonable wear and tear. Each tire, brake and wheel shall have 50% remaining life. Each unit and component of such unit shall be capable of performing or meeting the manufacturer's minimum performance specifications when new, including but not limited to, the upper coupler, air lines, electrical system, braking system, safety and warning devices and attachments. Floor, wall, glass and roof damage will be limited to \$200.00 in total. Lessee shall also de-identify each unit by properly removing any decals, paint and all other Lessee markings.

Each item of Equipment shall not be operated more than 1000 hours per year. In the event that any item of Equipment is operated more than 1000 hours, Lessee shall pay to Lessor a charge of twenty-five cents (.25) for each additional hour of operation. Upon the expiration of the Lease Term, or any extension or renewal thereof, Lessee shall properly prepare, pack and ship each item of Equipment in accordance with this Section E and the Master Lease.

If any of the above conditions are not met, the Lessee has the option of repairing the Equipment at his own expense, or if repairs are performed by Lessor or Lessor's agent, Lessee shall pay any costs associated therewith.

F. INSURANCE

1. Commercial (broad form comprehensive) general liability, including contractual liability coverage, in limits of not less than Five Million dollars (\$5,000,000.00) per occurrence combined single limit for personal injury and property damage.
2. "All Risks" property insurance for the Equipment in an amount equal to the Stipulated-Loss Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

This Equipment Schedule incorporates by reference the Equipment Lease and each Equipment Schedule constitutes a separate and independent Lease. Terms defined in an Equipment Schedule and not otherwise defined herein shall have the meanings ascribed to them in such Equipment Schedule. In the event of a conflict between the terms of an Equipment Schedule and the Equipment Lease, the terms of the Equipment Schedule shall govern.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

LESSOR:

AMERICAN FINANCE GROUP

By: *Carl Ogant*

Name: *Carl Ogant*

Title: *Manager*

LESSEE:

GENERAL MOTORS CORPORATION, DELPHI
HARRISON THERMAL SYSTEMS

By: *Barbara A. Flynn*

Name: *Barbara A. Flynn*

Title: *Assistant Manager*

COUNTERPART NO. 1 OF 2 SERIALY NUMBERED
MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT
IF ANY THAT THIS DOCUMENT CONSTITUTES CHATTEL
PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO
SECURITY INTEREST MAY BE CREATED THROUGH THE
TRANSFER AND POSSESSION OF ANY COUNTERPART
OTHER THAN COUNTERPART NO. 1.

ANNEX A
TO
SCHEDULE NO. A-1
TO MASTER LEASE AGREEMENT NO. 9808MIG512
DATED AS OF AUGUST 1, 1995

Manufacturer	Serial Numbers	Type and Model of Equipment	Number of Units	Cost Per Unit
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see Attached Schedule A and Schedule B

Initials:

EDC
Lessor

BT
Lessee

NOT APPLICABLE

ANNEX B

TO

SCHEDULE NO. A-1

TO MASTER LEASE AGREEMENT NO. 9808MIG512

DATED AS OF AUGUST 1, 1995

PURCHASE ORDER ASSIGNMENT AND CONSENT

THIS ASSIGNMENT AGREEMENT, dated as of _____ ("Agreement"),
between American Finance Group ("Lessor") and General Motors Corporation,
Delphi Harrison Thermal Systems ("Lessee").

WITNESSETH:

Lessee desires to lease certain equipment ("Equipment") from Lessor pursuant to the above schedule and lease (collectively, "Lease"). All terms used herein which are not otherwise defined shall have the meaning ascribed to them in the Lease.

Lessee desires to assign, and Lessor is willing to acquire, certain of Lessee's rights and interest under the purchase order(s), agreement(s), and/or document(s) (the "Purchase Orders") Lessee has heretofore issued to the Supplier(s) of such Equipment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Lessor and Lessee hereby agree as follows:

SECTION 1. ASSIGNMENT.

(a) Lessee does hereby assign and set over to Lessor all of Lessee's rights and interests in and to such Equipment and the Purchase Orders as the same relate thereto including, without limitation, (i) the rights to purchase, to take title, and to be named the purchaser in the bill of sale for such Equipment, (ii) all claims for damages in respect of such Equipment arising as a result of any default by the Supplier (including, without limitation, all warranty and indemnity claims), and (iii) any and all rights of Lessee to compel performance by the Supplier.

(b) If, and so long as, no default exists under the Lease, Lessee shall be, and is hereby, authorized during the term of the Lease to assert and enforce, at Lessee's sole cost and expense, from time to time in the name of and for the account of Lessor and/or Lessee, as their interest may appear, whatever claims and rights Lessor may have against any Supplier of the Equipment.

SECTION 2. CONTINUING LIABILITY OF LESSEE.

It is expressly agreed that, anything herein contained to the contrary notwithstanding: (a) Lessee shall at all times remain liable to the Supplier to perform any duties and obligations of the purchaser under the Purchase Orders, except respecting payment provided for in the Lease so long as Lessee has complied with its obligations under Section I(b) of the Lease, to the same extent as if this Agreement had not been executed, (b) the execution of this Agreement shall not modify any contractual rights of the Supplier under the

Purchase Orders, except respecting payment provided for in the Lease, and the liabilities of the Supplier under the Purchase Orders shall be to the same extent and continue as if this Agreement had not been executed, (c) the exercise by the Lessor of any of the rights hereunder shall not release Lessee from any of its duties or obligations to the Supplier, except payment provided for in the Lease, under the Purchase Orders, and (d) Lessor shall not have any obligation or liability under the Purchase Orders by reason of, or arising out of, this Agreement or be obligated to perform any of the obligations or duties of Lessee under the Purchase Orders or to make any payment (other than under the terms and conditions set forth in the Lease) or to make any inquiry of the sufficiency of or authorization for any payment received by any Supplier or to present or file any claim or to take any other action to collect or enforce any claim for any payment assigned hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

LESSOR:

AMERICAN FINANCE GROUP

By: NOT APPLICABLE

Title: _____

LESSEE:

GENERAL MOTORS CORPORATION, DELPHI
HARRISON THERMAL SYSTEMS

By: NOT APPLICABLE

Title: _____

ANNEX C
TO
SCHEDULE NO. A-1
TO MASTER LEASE AGREEMENT NO. 9808MIG512
DATED AS OF AUGUST 1, 1995

CERTIFICATE

To: American Finance Group ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

DESCRIPTION OF EQUIPMENT

Manufacturer	Serial Numbers	Type and Model of Equipment
--------------	----------------	-----------------------------

See Attached Schedule A


Authorized Representative

Dated: 8/10/95

ANNEX D
TO
SCHEDULE NO. A-1
TO MASTER LEASE AGREEMENT NO. 9808MIG512
DATED AS OF AUGUST 1, 1995

STIPULATED LOSS AND TERMINATION VALUE TABLE*

SEE ATTACHED EXHIBIT ONE

Initials:

Lessor AO

Lessee BT

*The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

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AMERICAN FINANCE GROUP
Schedule A - Rental Schedule Economics

LLR40D-01

LESSEE: DELPHI HARRISON THERMAL SYSTEMS

LESSOR: AMERICAN FINANCE GROUP

RENTAL SCHEDULE: A-1

LEASE TERM (months): 60

PRIMARY START DATE: 10/01/1995

LEASE EXPIRATION DATE: 9/30/2000

PAYMENT FREQUENCY: MONTHLY

ADVANCE/ARREARS: ADVANCE

LEASE RATE: .014783000

PER DIEM LEASE RATE: .000492767

PERIODIC RENT: \$3,279.61

NUMBER OF PAYMENTS: 60

TOTAL INTERIM RENT: \$6,012.62

PAYMENT COMMENCEMENT DATE: 10/01/1995

TOTAL EQUIPMENT COST: \$221,850.00

DOCUMENTATION FEE: \$20.00

LESSEE INITIALS

LESSOR INITIALS

LLR41D-01 8/08/95 17:01:33 PAGE 1

AMERICAN FINANCE GROUP

Schedule B Equipment Description

LESSEE: DELPHI HARRISON THERMAL SYSTEMS RENTAL SCHEDULE AND ACCEPTANCE CERTIFICATE NUMBER: A-1
LESSOR: AMERICAN FINANCE GROUP

Equipment Cost	Serial Number	Year	Manufacturer	Model	Type	Acceptance Date
221,850.00			RAIL KING	RZ SS4600	RAILCAR MOVER	8/07/1995
221,850.00	Total for Location 200 UPPER MOUNTAIN RD					NY 14094
221,850.00	Total Equipment Cost					

GENERAL MOTORS CORPORATION, DELPHI HARRISON THERMAL SYSTEMS
EXHIBIT 1
RENTAL SCHEDULE AND ACCEPTANCE CERTIFICATE NO A-1

(Stated as Percentage of Equipment Cost)

AFTER PRIMARY TERM PAYMENT NO.	TERMINATION BY SALE	CASUALTY VALUE
Prior to 1		120.00
1		119.49
2		118.96
3		118.43
4	120.89	117.89
5	120.34	117.34
6	119.79	116.79
7	119.22	116.22
8	118.65	115.65
9	118.06	115.06
10	117.47	114.47
11	116.87	113.87
12	116.26	113.26
13	115.63	112.63
14	115.00	112.00
15	114.36	111.36
16	113.71	110.71
17	113.05	110.05
18	112.38	109.38
19	111.70	108.70
20	111.01	108.01
21	110.30	107.30
22	109.59	106.59
23	108.87	105.87
24	108.13	105.13
25	107.38	104.38
26	106.63	103.63
27	105.86	102.86
28	105.08	102.08
29	104.28	101.28
30	103.48	100.48
31	102.66	99.66
32	101.83	98.83
33	100.99	97.99
34	100.13	97.13
35	99.27	96.27
36	98.39	95.39
37	97.49	94.49
38	96.59	93.59
39	95.66	92.66
40	94.73	91.73
41	93.78	90.78
42	92.82	89.82
43	91.84	88.84
44	90.85	87.85
45	89.85	86.85
46	88.82	85.82
47	87.79	84.79
48	86.74	83.74
49	85.67	82.67
50	84.59	81.59
51	83.49	80.49
52	82.38	79.38
53	81.25	78.25
54	80.10	77.10
55	78.93	75.93
56	77.75	74.75
57	76.56	73.56
58	75.34	72.34
59	74.11	71.11
60	73.00	70.00

AMENDMENT AND RENEWAL

THIS AMENDMENT AND RENEWAL (the "Agreement") is entered into as of this 19th day of May, 2003 by and between **Delphi Corporation**, a Delaware corporation, with its principal office at 2900 South Scatterfield Road, Anderson, IN 46018 ("Lessee"), and **Eireann II, a division of ATEL Transatlantic Investors, Inc.**, a California corporation (as successor in interest by assignment), with its principal offices at 600 California Street, 6th Floor, San Francisco, CA 94108 ("Lessor").

WHEREAS, Lessor and Lessee's predecessor in interest entered into that Master Lease Agreement No. 9708DEG545 dated as of August 29, 1997 ("Master Lease") and Equipment Schedule Nos. A-2, A-3, A-4, and A-5 thereto, as amended, dated as of December 12, 1997, March 2, 1998, April 3, 1998 and April 30, 1998, respectively (Equipment Schedule Nos. A-2, A-3, A-4 and A-5, as amended, and the Master Lease to the extent it applies thereto collectively, the "Leases");

WHEREAS, Lessee formerly was known as "Delphi Energy and Management Systems, a division of General Motors Corporation" and became a separate corporate entity effective as of September 16, 1998 and by operation of law assumed all rights and obligations under the Leases;

WHEREAS, Lessee changed its name to Delphi Corporation;

WHEREAS, Lessee and Lessor desire to memorialize such assumption by operation of law and name change in writing;

WHEREAS, Lessee and Lessor desire to extend the term of each of the Leases for an additional twelve (12) months;

NOW THEREFORE, the undersigned, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows in furtherance of the foregoing:

FOR VALUE RECEIVED, Lessee confirms all references to Lessee in the Leases shall mean Delphi Corporation and hereby acknowledges the terms of the Leases and and agrees to pay and perform all obligations of Lessee under the Leases (including, without limitation, indemnity obligations and any obligations to insure, maintain and, if any, purchase leased property).

Lessee and Lessor hereby agree to extend the terms of the Leases as follows:

Equipment Schedule No.	Renewal Start	Renewal Maturity	Renewal Rent	No. of Pmts
A-2	1/1/03	12/31/03	\$33,850	12 mo. In adv.
A-3	5/1/03	4/30/04	\$8,860	12 mo. In adv.
A-4	6/1/03	5/31/04	\$5,835	12 mo. In adv.
A-5	6/1/03	5/31/04	\$9,275	12 mo. In adv.

For each Lease, the Stipulated Loss Value during the term of the renewal shall be 72.03%.

For each Lease, the Termination Value during the term of the renewal shall be 75.03%.

In conjunction with this Agreement, Lessee agrees to promptly provide in form and substance acceptable to Lessor such other documents as may be reasonably required by Lessor from time to time, including, without limitation, any Uniform Commercial Code financing statements.

Except as amended hereby, all other terms and conditions of the Leases remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Lessee:
Delphi Corporation
(f/k/a Delphi Energy and Management Systems)

By: 

Name: James A. Bertrand

Title: President, S+I and AHE

Date: 6/3/03

Lessor:
Eireann II, a division of
ATEL Transatlantic Investors, Inc.

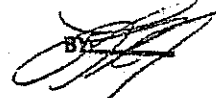
By: 

Name: Vasco H. Mora

Sr. Vice President
of Manager

Title: _____

ATEL LEGAL DEPARTMENT
APPROVED
AS TO FORM


BY: _____

AMENDMENT AND RENEWAL

THIS AMENDMENT AND RENEWAL (the "Agreement") is entered into as of this 19th day of May, 2003 by and between **Delphi Corporation**, a Delaware corporation, with its principal office at 2900 South Scatterfield Road, Anderson, IN 46018 ("Lessee"), and **Eireann III, a division of ATEL Transatlantic Investors, Inc.**, a California corporation (as successor in interest by assignment), with its principal offices at 600 California Street, 6th Floor, San Francisco, CA 94108 ("Lessor").

WHEREAS, Lessor and Lessee's predecessor in interest entered into that Master Lease Agreement No. 9708DEG545 dated as of August 29, 1997 ("Master Lease") and Equipment Schedule No. A-1 thereto dated as of October 7, 1997 (Equipment Schedule No. A-1, and the Master Lease to the extent it applies thereto collectively, the "Lease");

WHEREAS, Lessee formerly was known as "Delphi Energy and Management Systems, a division of General Motors Corporation" and became a separate corporate entity effective as of September 16, 1998 and by operation of law assumed all rights and obligations under the Lease;

WHEREAS, Lessee changed its name to Delphi Corporation;

WHEREAS, Lessee and Lessor desire to memorialize such assumption by operation of law and name change in writing;

WHEREAS, Lessee and Lessor desire to extend the term of the Lease for an additional twelve (12) months;

NOW THEREFORE, the undersigned, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows in furtherance of the foregoing:

FOR VALUE RECEIVED, Lessee confirms all references to Lessee in the Lease shall mean Delphi Corporation and hereby acknowledges the terms of the Lease and agrees to pay and perform all obligations of Lessee under the Lease (including, without limitation, indemnity obligations and any obligations to insure, maintain and, if any, purchase leased property).

Lessee and Lessor hereby agree to extend the term of the Lease as follows:

Equipment Schedule No.	Renewal Start	Renewal Maturity	Renewal Rent	No. of Pmts
A-1	6/1/03	5/31/04	\$2,835.00	12 mo. In adv.

The Stipulated Loss Value during the term of the renewal shall be 72.03%.

The Termination Value during the term of the renewal shall be 75.03%.

In conjunction with this Agreement, Lessee agrees to promptly provide in form and substance acceptable to Lessor such other documents as may be reasonably required by Lessor from time to time, including, without limitation, any Uniform Commercial Code financing statements.

Except as amended hereby, all other terms and conditions of the Lease remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Lessee:
Delphi Corporation
(f/k/a Delphi Energy and Management Systems)

By: 

Name: James A. Bertrand

Title: President, S&I and AHG

Date: 6/3/03

Lessor:
Eireann III, a division of
ATEL Transatlantic Investors, Inc.

By: 

Name: Vasco H. Morais
Sr. Vice President
of Manager

Title: 6/3/03

ATEL LEGAL DEPARTMENT
APPROVED
AS TO FORM

BY: 

EQUIPMENT SCHEDULE NO. A-2

RSL

EQUIPMENT SCHEDULE
SCHEDULE NO. A-2
DATED THIS 12TH DAY OF DECEMBER, 1997
TO MASTER LEASE AGREEMENT NO. 9708DEG545
DATED AS OF AUGUST 29, 1997

Lessor and Mailing Address:

Lessee and Mailing Address:

AMERICAN FINANCE GROUP, INC.
24 SCHOOL STREET
FLOOR 7
BOSTON, MA 02108

GENERAL MOTORS CORPORATION,
DELPHI ENERGY & ENGINE SYSTEMS
2900 SOUTH SCATTERFIELD ROAD
ANDERSON, IN 46018-2439

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Annex A attached hereto and made a part hereof.

B. FINANCIAL TERMS

1. Advance Rent (if any): N/A
2. Capitalized Lessor's Cost: \$2,793,572.50
3. Basic Term Lease Rate Factor: .013462000
4. Daily Lease Rate Factor: .000448733
5. Basic Term (Number of Months): 60
6. Basic Term Commencement Date: 01-01-98
7. Equipment Location: 2900 South Scatterfield Road, Anderson, IN 46013
8. Lessee's Federal Tax ID Number: 38-0572515
9. Supplier: Liebherr-America, Inc., Saline, MI / Emag-Bohle L.L.C., Farmington Hills, MI
10. Last Delivery Date: N/A
11. First Termination Date: 04-01-98 (3) months after the Basic Term Commencement Date.
12. Option Price: Fair Market Value

C. TAX BENEFITS

Depreciation Deductions:

- a. Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 7 years
- c. Basis: One Hundred percent (100%) of Capitalized Lessor's Cost.

D. TERM AND RENT

1. Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on January 1, 1998.
2. Basic Term Rent. Commencing on January 1, 1998, and on the same day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.
3. Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. INSURANCE

1. Commercial (broad form comprehensive) general liability, including contractual liability coverage, in limits of not less than Five Million dollars (\$5,000,000.00) per occurrence combined single limit for personal injury and property damage.
2. "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

LESSOR:

AMERICAN FINANCE GROUP, INC.

By [Signature]
Name John G. Ryan
Title President, American Finance Group, Inc.

LESSEE:

GENERAL MOTORS CORPORATION,
DELPHI ENGINE & ENGINE SYSTEMS
By [Signature]
Name Donald L. Runkle
Title Vice President & General Manager

Rev. 5/14/92

COUNTERPART NO. 1 OF 2 SERIALLY NUMBERED
MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT
IF ANY THAT THIS DOCUMENT CONSTITUTES CHATTEL
PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO
SECURITY INTEREST MAY BE CREATED THROUGH THE
TRANSFER AND POSSESSION OF ANY COUNTERPART
OTHER THAN COUNTERPART NO. 1.

ANNEX A
TO
SCHEDULE NO. A-2
TO MASTER LEASE AGREEMENT NO. 9708DEGS45
DATED AS OF AUGUST 29, 1997

DESCRIPTION OF EQUIPMENT

<u>Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of Units</u>	<u>Cost Per Unit</u>
Emag-Bohle LLC	6M720.05165 6M720.05166	VSC 250 Twin Machine w/ Hopper Feed System	2	\$721,786.25
Liebherr	FN0960 FN0961 FN0962	LC 82 CNC Hobbing Machine	3	\$450,000.00

Initials: gls
Lessor

RLR
Lessee

ANNEX B
TO
SCHEDULE NO. A-2
TO MASTER LEASE AGREEMENT NO. 9708DEG545
DATED AS OF AUGUST 29, 1997

PURCHASE ORDER ASSIGNMENT AND CONSENT

THIS ASSIGNMENT AGREEMENT, dated as of December 12, 1997 ("Agreement"), between American Finance Group, Inc. ("Lessor") and General Motors Corporation, Delphi Energy & Engine Management Systems ("Lessee").

WITNESSETH:

Lessee desires to lease certain equipment ("Equipment") from Lessor pursuant to the above schedule and lease (collectively, "Lease"). All terms used herein which are not otherwise defined shall have the meaning ascribed to them in the Lease.

Lessee desires to assign, and Lessor is willing to acquire, certain of Lessee's rights and interest under the purchase order(s), agreement(s), and/or document(s) (the "Purchase Orders") Lessee has heretofore issued to the Supplier(s) of such Equipment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Lessor and Lessee hereby agree as follows:

SECTION 1. ASSIGNMENT.

(a) Lessee does hereby assign and set over to Lessor all of Lessee's rights and interests in and to such Equipment and the Purchase Orders as the same relate thereto including, without limitation, (i) the rights to purchase, to take title, and to be named the purchaser in the bill of sale for such Equipment, (ii) all claims for damages in respect of such Equipment arising as a result of any default by the Supplier (including, without limitation, all warranty and indemnity claims), and (iii) any and all rights of Lessee to compel performance by the Supplier.

(b) If, and so long as, no default exists under the Lease, Lessee shall be, and is hereby, authorized during the term of the Lease to assert and enforce, at Lessee's sole cost and expense, from time to time in the name of and for the account of Lessor and/or Lessee, as their interest may appear, whatever claims and rights Lessor may have against any Supplier of the Equipment.

SECTION 2. CONTINUING LIABILITY OF LESSEE.

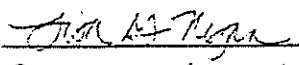
It is expressly agreed that, anything herein contained to the contrary notwithstanding: (a) Lessee shall at all times remain liable to the Supplier to perform any duties and obligations of the purchaser under the Purchase Orders, except respecting payment provided for in the Lease so long as Lessee has complied with its obligations under Section 1(b) of the Lease, to the same extent as if this Agreement had not been executed, (b) the execution of this Agreement shall not modify any contractual rights of the Supplier under the Purchase Orders, except respecting payment provided for in the Lease, and the liabilities of the Supplier under the Purchase Orders shall be to the same extent and continue as if this Agreement had not been executed, (c) the exercise by the Lessor of any of the rights hereunder shall not release Lessee from any of its duties or obligations to the Supplier, except payment provided for in the Lease, under the Purchase Orders, and (d) Lessor shall not have any obligation or liability under the Purchase Orders by reason of, or arising out of, this Agreement or be obligated to perform any of the obligations or duties of Lessee under the Purchase Orders or to make any payment (other than under the terms and conditions set forth in the Lease) or to make any inquiry of the sufficiency of or authorization for any payment

received by any Supplier or to present or file any claim or to take any other action to collect or enforce any claim for any payment assigned hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.


LESSOR:

AMERICAN FINANCE GROUP, INC.

By 
Title Manager Trade Underwriting

LESSEE:

GENERAL MOTORS CORPORATION,
DELPHI ENERGY & ENGINE SYSTEMS

By 
Title Vice President & General Manager

CONSENT AND AGREEMENT

Supplier hereby consents to the above assignment agreement ("Agreement") and agrees not to assert any claims against Lessor or Lessee inconsistent with such Agreement. Supplier agrees that the Purchase Orders are hereby amended as necessary to provide as follows:

(a) Title to and risk of loss of the Equipment shall pass to Lessor upon Lessee's execution of the Certificate for such Equipment; and

(b) Supplier hereby waives and discharges any security interest, lien, or other encumbrance in or upon the Equipment and agrees to execute such documents as Lessor may request evidencing the release of any such encumbrance and the conveyance of title thereto to Lessor.

(c) Supplier agrees that on and after the date this Consent is executed, it will not make any addition to or delete any items from the Equipment referred to in the Agreement without the prior written consent of both Lessor and Lessee.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed this ____ day of December, 1997.

SUPPLIER:

By _____
Title _____

ANNEX C
TO
SCHEDULE NO. A-2
TO MASTER LEASE AGREEMENT NO. 9708DEG545
DATED AS OF AUGUST 29, 1997

CERTIFICATE

To: American Finance Group, Inc. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

DESCRIPTION OF EQUIPMENT

<u>Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>
Emag-Bohle LLC	6M720.05165 6M720.05166	VSC 250 Twin Machine w/ Hopper Feed System
Liebherr	FN0960 FN0961 FN0962	LC 82 CNC Hobbing Machine



Authorized Representative

Dated: 12/16/97

ANNEX D
TO
SCHEDULE NO. A-2
TO MASTER LEASE AGREEMENT NO. 9708DEG545
DATED AS OF AUGUST 29, 1997

STIPULATED LOSS AND TERMINATION VALUE TABLE*

<u>AFTER PRIMARY TERM PAYMENT NO.</u>	<u>STIPULATED LOSS VALUE</u>	<u>TERMINATION VALUE</u>
	%	%
	120.00	
1	119.51	
2	119.01	
3	118.50	
4	117.99	120.99
5	117.46	120.46
6	116.93	119.93
7	116.39	119.39
8	115.84	118.84
9	115.28	118.28
10	114.71	117.71
11	114.13	117.13
12	113.54	116.54
13	112.95	115.95
14	112.34	115.34
15	111.73	114.73
16	111.11	114.11
17	110.47	113.47
18	109.83	112.83
19	109.17	112.17
20	108.51	111.51
21	107.84	110.84
22	107.15	110.15
23	106.46	109.46
24	105.75	108.75
25	105.04	108.04
26	104.31	107.31
27	103.57	106.57
28	102.82	105.82
29	102.06	105.06
30	101.29	104.29
31	100.50	103.50
32	99.71	102.71
33	98.90	101.90
34	98.08	101.08
35	97.25	100.25
36	96.40	99.40
37	95.54	98.54
38	94.67	97.67
39	93.79	96.79
40	92.89	95.89
41	91.98	94.98
42	91.06	94.06
43	90.12	93.12

<u>AFTER PRIMARY TERM PAYMENT NO.</u>	<u>STIPULATED LOSS VALUE</u>	<u>TERMINATION VALUE</u>
	%	%
44	89.17	92.17
45	88.20	91.20
46	87.22	90.22
47	86.23	89.23
48	85.22	88.22
49	84.20	87.20
50	83.16	86.16
51	82.10	85.10
52	81.03	84.03
53	79.95	82.95
54	78.85	81.85
55	77.73	80.73
56	76.60	79.60
57	75.45	78.45
58	74.28	77.28
59	73.10	76.10
60	72.03	75.03

Initials:

WJ
Lessor

DLR
Lessee

- * The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

AMENDMENT AND RENEWAL

THIS AMENDMENT AND RENEWAL (the "Agreement") is entered into as of this 19th day of May, 2003 by and between **Delphi Corporation**, a Delaware corporation, with its principal office at 2900 South Scatterfield Road, Anderson, IN 46018 ("Lessee"), and **Eireann II, a division of ATEL Transatlantic Investors, Inc.**, a California corporation (as successor in interest by assignment), with its principal offices at 600 California Street, 6th Floor, San Francisco, CA 94108 ("Lessor").

WHEREAS, Lessor and Lessee's predecessor in interest entered into that Master Lease Agreement No. 9708DEG545 dated as of August 29, 1997 ("Master Lease") and Equipment Schedule Nos. A-2, A-3, A-4, and A-5 thereto, as amended, dated as of December 12, 1997, March 2, 1998, April 3, 1998 and April 30, 1998, respectively (Equipment Schedule Nos. A-2, A-3, A-4 and A-5, as amended, and the Master Lease to the extent it applies thereto collectively, the "Leases");

WHEREAS, Lessee formerly was known as "Delphi Energy and Management Systems, a division of General Motors Corporation" and became a separate corporate entity effective as of September 16, 1998 and by operation of law assumed all rights and obligations under the Leases;

WHEREAS, Lessee changed its name to Delphi Corporation;

WHEREAS, Lessee and Lessor desire to memorialize such assumption by operation of law and name change in writing;

WHEREAS, Lessee and Lessor desire to extend the term of each of the Leases for an additional twelve (12) months;

NOW THEREFORE, the undersigned, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows in furtherance of the foregoing:

FOR VALUE RECEIVED, Lessee confirms all references to Lessee in the Leases shall mean Delphi Corporation and hereby acknowledges the terms of the Leases and agrees to pay and perform all obligations of Lessee under the Leases (including, without limitation, indemnity obligations and any obligations to insure, maintain and, if any, purchase leased property).

Lessee and Lessor hereby agree to extend the terms of the Leases as follows:

Equipment Schedule No.	Renewal Start	Renewal Maturity	Renewal Rent	No. of Pmts
A-2	1/1/03	12/31/03	\$33,850	12 mo. In adv.
A-3	5/1/03	4/30/04	\$8,860	12 mo. In adv.
A-4	6/1/03	5/31/04	\$5,835	12 mo. In adv.
A-5	6/1/03	5/31/04	\$9,275	12 mo. In adv.

C. TAX BENEFITS

Depreciation Deductions:

- a. Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 7 years
- c. Basis: One Hundred percent (100%) of Capitalized Lessor's Cost.

D. TERM AND RENT

1. Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on March 1, 1998.
2. Basic Term Rent. Commencing on March 1, 1998, and on the same day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.
3. Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. INSURANCE

1. Commercial (broad form comprehensive) general liability, including contractual liability coverage, in limits of not less than Five Million dollars (\$5,000,000.00) per occurrence combined single limit for personal injury and property damage.
2. "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

LESSOR:

AMERICAN FINANCE GROUP, INC.

By

Name

Lisa G. Ryan
Title Manager, Sales Administration

LESSEE:

GENERAL MOTORS CORPORATION,
DELPHI ENERGY AND ENGINE
MANAGEMENT SYSTEM

By

Name

DAVID L. RUNKLE
Title VP

Rev. 5/14/92

COUNTERPART NO. 1 OF 2 SERIALY NUMBERED
MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT
IF ANY THAT THIS DOCUMENT CONSTITUTES CHATTEL
PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO
SECURITY INTEREST MAY BE CREATED THROUGH THE
TRANSFER AND POSSESSION OF ANY COUNTERPART
OTHER THAN COUNTERPART NO. 1.

EQUIPMENT SCHEDULE NO. A-3

RSL

EQUIPMENT SCHEDULE
SCHEDULE NO. A-3
DATED THIS 28TH DAY OF JULY, 1997
TO MASTER LEASE AGREEMENT NO. 9602ING520
DATED AS OF FEBRUARY 12, 1996

Lessor and Mailing Address:

AMERICAN FINANCE GROUP, INC.
24 SCHOOL STREET
BOSTON, MA 0210

Lessee and Mailing Address:

GENERAL MOTORS CORPORATION,
DELPHI INTERIOR & LIGHTING SYSTEMS
2915 PENDLETON AVENUE
ANDERSON, IN 46016

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Schedule B attached hereto and made a part hereof.

B. FINANCIAL TERMS

1. Advance Rent (if any): N/A
2. Capitalized Lessor's Cost: \$320,125.00
3. Basic Term Lease Rate Factor: .016691000
4. Daily Lease Rate Factor: .000556367
5. Basic Term (Number of Months): 36
6. Basic Term Commencement Date: 08-01-96
7. Equipment Location: see Annex A
8. Lessee's Federal Tax ID Number: 38-0572515
9. Supplier: see Annex A
10. Last Delivery Date: see Annex A
11. First Termination Date: 11-01-97 (3) months after the Basic Term Commencement Date.
12. Option Price: Fair Market Value

C. TAX BENEFITS

Depreciation Deductions:

- a. Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 5 years.
- c. Basis: One Hundred percent (100%) of Capitalized Lessor's Cost.

D. TERM AND RENT

1. Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on September 1, 1997.
2. Basic Term Rent. Commencing on September 1, 1997, and on the same day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule. Lessee agrees to pay both the first payment of Basic Term Rent due September 1, 1997 and the last payment of Basic Term Rent due July 31, 2000 on September 1, 1997.
3. Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraph 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. RETURN CONDITIONS

In furtherance, and not in limitation of, the use, maintenance and return conditions for the Equipment set forth in Sections V and X of the Agreement, Lessee hereby agrees to return the Equipment to Lessor in accordance with all of the terms and conditions of the Agreement and in compliance with the following special return conditions:

Each item of Equipment shall be in both good appearance and operating condition, less reasonable wear and tear. Each unit and component of such unit shall be capable of performing or meeting the manufacturer's minimum performance specifications when new. Lessee shall also de-identify each unit by properly removing any decals, paint and all other Lessee markings.

Upon the expiration of the Lease Term, or any extension or renewal thereof, Lessee shall properly prepare, pack and ship each item of Equipment in accordance with this Section E and the Master Lease.

If any of the above conditions are not met, the Lessee has the option of repairing the Equipment at his own expense, or if repairs are performed by Lessor or Lessor's agent, Lessee shall pay any costs associated therewith.

F. INSURANCE

1. Commercial (broad form comprehensive) general liability, including contractual liability coverage, in limits of not less than Five Million dollars (\$5,000,000.00) per occurrence combined single limit for personal injury and property damage.
2. "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

This Equipment Schedule incorporates by reference the Equipment Lease and each Equipment Schedule constitutes a separate and independent Lease. Terms defined in an Equipment Schedule and not otherwise defined herein shall have the meanings ascribed to them in such Equipment Schedule. In the event of a conflict between the terms of an Equipment Schedule and the Equipment Lease, the terms of the Equipment Schedule shall govern.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

LESSOR:

AMERICAN FINANCE GROUP, INC.

By: Lisa M Ryan

Name: LISA G RYAN

Title: Manager, Lease Underwriting

LESSEE:

~~GENERAL MOTORS CORPORATION,~~
~~DELPHI INTERIOR & LIGHTING SYSTEMS~~

By: Paul F Calhoun 7/31/97

Name: PAUL F CALHOUN

Title: Resident Comptroller

COUNTERPART NO. 1 OF 2 SERIALY NUMBERED
MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT
IF ANY THAT THIS DOCUMENT CONSTITUTES CHATTEL
PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO
SECURITY INTEREST MAY BE CREATED THROUGH THE
TRANSFER AND POSSESSION OF ANY COUNTERPART
OTHER THAN COUNTERPART NO. 1.

ANNEX A
TO
SCHEDULE NO. A-3
TO MASTER LEASE AGREEMENT NO. 9708DEG545
DATED AS OF AUGUST 29, 1997

DESCRIPTION OF EQUIPMENT

<u>Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of Units</u>	<u>Cost Per Unit</u>
Emag-Bohle LLC	6M720.05167	VSC 250 Twin Machine w/ Hopper Feed System	1	\$721,786.25

Initials: 
Lessor


Lessee

ANNEX B
TO
SCHEDULE NO. A-3
TO MASTER LEASE AGREEMENT NO. 9708DEG545
DATED AS OF AUGUST 29, 1997

PURCHASE ORDER ASSIGNMENT AND CONSENT

THIS ASSIGNMENT AGREEMENT, dated as of March 2, 1998 ("Agreement), between American Finance Group, Inc. ("Lessor") and General Motors Corporation, Delphi Energy and Engine Management System ("Lessee").

WITNESSETH:

Lessee desires to lease certain equipment ("Equipment") from Lessor pursuant to the above schedule and lease (collectively, "Lease"). All terms used herein which are not otherwise defined shall have the meaning ascribed to them in the Lease.

Lessee desires to assign, and Lessor is willing to acquire, certain of Lessee's rights and interest under the purchase order(s), agreement(s), and/or document(s) (the "Purchase Orders") Lessee has heretofore issued to the Supplier(s) of such Equipment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Lessor and Lessee hereby agree as follows:

SECTION 1. ASSIGNMENT.

(a) Lessee does hereby assign and set over to Lessor all of Lessee's rights and interests in and to such Equipment and the Purchase Orders as the same relate thereto including, without limitation, (i) the rights to purchase, to take title, and to be named the purchaser in the bill of sale for such Equipment, (ii) all claims for damages in respect of such Equipment arising as a result of any default by the Supplier (including, without limitation, all warranty and indemnity claims), and (iii) any and all rights of Lessee to compel performance by the Supplier.

(b) If, and so long as, no default exists under the Lease, Lessee shall be, and is hereby, authorized during the term of the Lease to assert and enforce, at Lessee's sole cost and expense, from time to time in the name of and for the account of Lessor and/or Lessee, as their interest may appear, whatever claims and rights Lessor may have against any Supplier of the Equipment.

SECTION 2. CONTINUING LIABILITY OF LESSEE.

It is expressly agreed that, anything herein contained to the contrary notwithstanding: (a) Lessee shall at all times remain liable to the Supplier to perform any duties and obligations of the purchaser under the Purchase Orders, except respecting payment provided for in the Lease so long as Lessee has complied with its obligations under Section I(b) of the Lease, to the same extent as if this Agreement had not been executed, (b) the execution of this Agreement shall not modify any contractual rights of the Supplier under the Purchase Orders, except respecting payment provided for in the Lease, and the liabilities of the Supplier under the Purchase Orders shall be to the same extent and continue as if this Agreement had not been executed, (c) the exercise by the Lessor of any of the rights hereunder shall not release Lessee from any of its duties or obligations to the Supplier, except payment provided for in the Lease, under the Purchase Orders, and (d) Lessor shall not have any obligation or liability under the Purchase Orders by reason of, or arising out of, this Agreement or be obligated to perform any of the obligations or duties of Lessee under the Purchase Orders or to make any payment (other than under the terms and conditions set forth in the Lease) or to make any inquiry of the sufficiency of or authorization for any payment

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received by any Supplier or to present or file any claim or to take any other action to collect or enforce any claim for any payment assigned hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

LESSOR:

AMERICAN FINANCE GROUP, INC.

By *Don M. Ng*
Title *Manager, Fleet Underwriting*

LESSEE:

GENERAL MOTORS CORPORATION,
DELPHI ENERGY AND ENGINE
MANAGEMENT SYSTEM

By *[Signature]*
Title *VP and Gen Mgr.*

CONSENT AND AGREEMENT

Supplier hereby consents to the above assignment agreement ("Agreement") and agrees not to assert any claims against Lessor or Lessee inconsistent with such Agreement. Supplier agrees that the Purchase Orders are hereby amended as necessary to provide as follows:

(a) Title to and risk of loss of the Equipment shall pass to Lessor upon Lessee's execution of the Certificate for such Equipment; and

(b) Supplier hereby waives and discharges any security interest, lien, or other encumbrance in or upon the Equipment and agrees to execute such documents as Lessor may request evidencing the release of any such encumbrance and the conveyance of title thereto to Lessor.

(c) Supplier agrees that on and after the date this Consent is executed, it will not make any addition to or delete any items from the Equipment referred to in the Agreement without the prior written consent of both Lessor and Lessee.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed this ____ day of March, 1998.

SUPPLIER:

By _____

Title _____

ANNEX C
TO
SCHEDULE NO. A-3
TO MASTER LEASE AGREEMENT NO. 9708DEG545
DATED AS OF AUGUST 29, 1997

CERTIFICATE

To: American Finance Group, Inc. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

DESCRIPTION OF EQUIPMENT

<u>Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>
Emag-Bohle LLC	6M720-05167	VSC 250 Twin Machine w/ Hopper Feed System



Authorized Representative

Dated: 3/10/98

ANNEX D
TO
SCHEDULE NO. A-3
TO MASTER LEASE AGREEMENT NO. 9708DEG545
DATED AS OF AUGUST 29, 1997

STIPULATED LOSS AND TERMINATION VALUE TABLE*

<u>AFTER PRIMARY TERM PAYMENT NO.</u>	<u>STIPULATED LOSS VALUE</u>	<u>TERMINATION VALUE</u>
	%	%
1	120.00	
2	119.51	
3	119.01	
4	118.50	
5	117.99	120.99
6	117.46	120.46
7	116.93	119.93
8	116.39	119.39
9	115.84	118.84
10	115.28	118.28
11	114.71	117.71
12	114.13	117.13
13	113.54	116.54
14	112.95	115.95
15	112.34	115.34
16	111.73	114.73
17	111.11	114.11
18	110.47	113.47
19	109.83	112.83
20	109.17	112.17
21	108.51	111.51
22	107.84	110.84
23	107.15	110.15
24	106.46	109.46
25	105.75	108.75
26	105.04	108.04
27	104.31	107.31
28	103.57	106.57
29	102.82	105.82
30	102.06	105.06
31	101.29	104.29
32	100.50	103.50
33	99.71	102.71
34	98.90	101.90
35	98.08	101.08
36	97.25	100.25
37	96.40	99.40
38	95.54	98.54
39	94.67	97.67
40	93.79	96.79
41	92.89	95.89
42	91.98	94.98
43	91.06	94.06
	90.12	93.12

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<u>AFTER PRIMARY TERM PAYMENT NO.</u>	<u>STIPULATED LOSS VALUE</u>	<u>TERMINATION VALUE</u>
	%	%
44	89.17	92.17
45	88.20	91.20
46	87.22	90.22
47	86.23	89.23
48	85.22	88.22
49	84.20	87.20
50	83.16	86.16
51	82.10	85.10
52	81.03	84.03
53	79.95	82.95
54	78.85	81.85
55	77.73	80.73
56	76.60	79.60
57	75.45	78.45
58	74.28	77.28
59	73.10	76.10
60	72.03	75.03

Initials:


Lessor


Lessee

- The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

EQUIPMENT SCHEDULE NO. A-4

RSL

EQUIPMENT SCHEDULE
SCHEDULE NO. A-4
DATED THIS 3RD DAY OF APRIL, 1998
TO MASTER LEASE AGREEMENT NO. 9708DEG545
DATED AS OF AUGUST 29, 1997

Lessor and Mailing Address:

AMERICAN FINANCE GROUP, INC.
24 SCHOOL STREET
FLOOR 7
BOSTON, MA 02108

Lessee and Mailing Address:

GENERAL MOTORS CORPORATION,
DELPHI ENERGY AND ENGINE
MANAGEMENT SYSTEM
2900 SOUTH SCATTERFIELD ROAD
ANDERSON, IN 46018-2439

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Annex A attached hereto and made a part hereof.

B. FINANCIAL TERMS

1. Advance Rent (if any): N/A
2. Capitalized Lessor's Cost: \$450,000.00
3. Basic Term Lease Rate Factor: .016843000
4. Daily Lease Rate Factor: .000561433
5. Basic Term (Number of Months): 36
6. Basic Term Commencement Date: 04-01-98
7. Equipment Location: 2900 South Scatterfield Road, Anderson, IN 46013
8. Lessee's Federal Tax ID Number: 38-0572515
9. Supplier: Liebherr-America, Inc. 1465 Woodland Drive, Saline, MI 48176-1259
10. Last Delivery Date: N/A
11. First Termination Date: 07-01-98 (3) months after the Basic Term Commencement Date.
12. Option Price: Fair Market Value

C. TAX BENEFITS

Depreciation Deductions:

- a. Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 7 years
- c. Basis: One Hundred percent (100%) of Capitalized Lessor's Cost.

D. TERM AND RENT

1. Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on April 1, 1998.
2. Basic Term Rent. Commencing on April 1, 1998, and on the same day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.
3. Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. INSURANCE

1. Commercial (broad form comprehensive) general liability, including contractual liability coverage, in limits of not less than Five Million dollars (\$5,000,000.00) per occurrence combined single limit for personal injury and property damage.
2. "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

LESSOR:

AMERICAN FINANCE GROUP, INC.

By Lisa M. Ryan
Name Lisa G. Ryan
Title Manager, Sales Administration

LESSEE:

GENERAL MOTORS CORPORATION,
DELPHI ENERGY AND ENGINE
MANAGEMENT SYSTEM

By [Signature]
Name DON RUMBLE
Title VP

Rev. 5/14/92

COUNTERPART NO. 1 OF 2 SERIALY NUMBERED
MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT
IF ANY THAT THIS DOCUMENT CONSTITUTES CHATTEL
PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO
SECURITY INTEREST MAY BE CREATED THROUGH THE
TRANSFER AND POSSESSION OF ANY COUNTERPART
OTHER THAN COUNTERPART NO. 1.

ANNEX A
TO
SCHEDULE NO. A-4
TO MASTER LEASE AGREEMENT NO. 9708DEG545
DATED AS OF AUGUST 29, 1997

<u>DESCRIPTION OF EQUIPMENT</u>				
<u>Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of Units</u>	<u>Cost Per Unit</u>
Liabherr-America, Inc.	PN0963	LC 82 CNC Hobbing Machine	1	\$450,000.00

Initials: JAN
Lessor

DLR
Lessee

ANNEX B
TO
SCHEDULE NO. A-4
TO MASTER LEASE AGREEMENT NO. 9708DEG445
DATED AS OF AUGUST 29, 1997

PURCHASE ORDER ASSIGNMENT AND CONSENT

THIS ASSIGNMENT AGREEMENT, dated as of April 3, 1998 ("Agreement"), between American Finance Group, Inc. ("Lessor") and General Motors Corporation, Delphi Energy and Engine Management System ("Lessee").

WITNESSETH:

Lessee desires to lease certain equipment ("Equipment") from Lessor pursuant to the above schedule and lease (collectively, "Lease"). All terms used herein which are not otherwise defined shall have the meaning ascribed to them in the Lease.

Lessee desires to assign, and Lessor is willing to acquire, certain of Lessee's rights and interest under the purchase order(s), agreement(s), and/or document(s) (the "Purchase Orders") Lessee has heretofore issued to the Supplier(s) of such Equipment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Lessor and Lessee hereby agree as follows:

SECTION 1. ASSIGNMENT.

(a) Lessee does hereby assign and set over to Lessor all of Lessee's rights and interests in and to such Equipment and the Purchase Orders as the same relate thereto including, without limitation, (i) the rights to purchase, to take title, and to be named the purchaser in the bill of sale for such Equipment, (ii) all claims for damages in respect of such Equipment arising as a result of any default by the Supplier (including, without limitation, all warranty and indemnity claims), and (iii) any and all rights of Lessee to compel performance by the Supplier.

(b) If, and so long as, no default exists under the Lease, Lessee shall be, and is hereby, authorized during the term of the Lease to assert and enforce, at Lessee's sole cost and expense, from time to time in the name of and for the account of Lessor and/or Lessee, as their interest may appear, whatever claims and rights Lessor may have against any Supplier of the Equipment.

SECTION 2. CONTINUING LIABILITY OF LESSEE.

It is expressly agreed that, anything herein contained to the contrary notwithstanding: (a) Lessee shall at all times remain liable to the Supplier to perform any duties and obligations of the purchaser under the Purchase Orders, except respecting payment provided for in the Lease so long as Lessee has complied with its obligations under Section 1(b) of the Lease, to the same extent as if this Agreement had not been executed, (b) the execution of this Agreement shall not modify any contractual rights of the Supplier under the Purchase Orders, except respecting payment provided for in the Lease, and the liabilities of the Supplier under the Purchase Orders shall be to the same extent and continue as if this Agreement had not been executed, (c) the exercise by the Lessor of any of the rights hereunder shall not release Lessee from any of its duties or obligations to the Supplier, except payment provided for in the Lease, under the Purchase Orders, and (d) Lessor shall not have any obligation or liability under the Purchase Orders by reason of, or arising out of, this Agreement or be obligated to perform any of the obligations or duties of Lessee under the Purchase Orders or to make any payment (other than under the terms and conditions set forth in the Lease) or to make any inquiry of the sufficiency of or authorization for any payment

received by any Supplier or to present or file any claim or to take any other action to collect or enforce any claim for any payment assigned hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

LESSOR:

AMERICAN FINANCE GROUP, INC.

By *John A. Reg*
Title *Manager, Lease Underwriting*

LESSEE:

GENERAL MOTORS CORPORATION,
DELPHI ENERGY AND ENGINE
MANAGEMENT SYSTEM

By *[Signature]*
Title *VP and Gen Mgr*

CONSENT AND AGREEMENT

Supplier hereby consents to the above assignment agreement ("Agreement") and agrees not to assert any claims against Lessor or Lessee inconsistent with such Agreement. Supplier agrees that the Purchase Orders are hereby amended as necessary to provide as follows:

(a) Title to and risk of loss of the Equipment shall pass to Lessor upon Lessee's execution of the Certificate for such Equipment; and

(b) Supplier hereby waives and discharges any security interest, lien, or other encumbrance in or upon the Equipment and agrees to execute such documents as Lessor may request evidencing the release of any such encumbrance and the conveyance of title thereto to Lessor.

(c) Supplier agrees that on and after the date this Consent is executed, it will not make any addition to or delete any items from the Equipment referred to in the Agreement without the prior written consent of both Lessor and Lessee.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed this ____ day of April, 1998.

SUPPLIER:

By _____

Title _____

ANNEX C
TO
SCHEDULE NO. A-4
TO MASTER LEASE AGREEMENT NO. 9708DEG545
DATED AS OF AUGUST 29, 1997

CERTIFICATE

To: American Finance Group, Inc. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

DESCRIPTION OF EQUIPMENT

Manufacturer

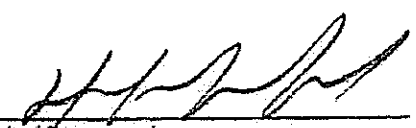
Serial Numbers

Type and Model of Equipment

Liebherr-America, Inc.

FN0963

LC 82 CNC
Hobbing Machine



Authorized Representative

Dated: 9/29/97

ANNEX D
TO
SCHEDULE NO. A-4
TO MASTER LEASE AGREEMENT NO. 9708DEG545
DATED AS OF AUGUST 29, 1997

STIPULATED LOSS AND TERMINATION VALUE TABLE*

<u>AFTER PRIMARY TERM PAYMENT NO.</u>	<u>STIPULATED LOSS VALUE</u>	<u>TERMINATION VALUE</u>
	%	%
	120.00	
1	119.02	
2	118.04	
3	117.03	
4	116.02	119.02
5	114.99	117.99
6	113.94	116.94
7	112.88	115.88
8	111.81	114.81
9	110.72	113.72
10	109.62	112.62
11	108.50	111.50
12	107.37	110.37
13	106.22	109.22
14	105.05	108.05
15	103.87	106.87
16	102.67	105.67
17	101.46	104.46
18	100.22	103.22
19	98.98	101.98
20	97.71	100.71
21	96.43	99.43
22	95.13	98.13
23	93.81	96.81
24	92.48	95.48
25	91.12	94.12
26	89.75	92.75
27	88.36	91.36
28	86.95	89.95
29	85.52	88.52
30	84.07	87.07
31	82.60	85.60
32	81.12	84.12
33	79.61	82.61
34	78.08	81.08
35	76.53	79.53
36	75.00	78.00

Initials:


Lessor


Lessee

- * The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

**LEASE AMENDMENT TO EQUIPMENT SCHEDULE NO. A-4 TO
MASTER LEASE AGREEMENT NO. 9708DEG545
DATED AUGUST 29, 1997**

THIS LEASE AMENDMENT TO EQUIPMENT SCHEDULE NO. A-4 TO MASTER LEASE AGREEMENT NO. 9708DEG545 is made and entered into as of this 7th day of February 2000, by and between Eireann II, a division of ATEL Transatlantic Investors, Inc., a California Corporation (by assignment from American Finance Group, Inc.) with its principal office at 235 Pine Street, 6th Floor, San Francisco, CA. 94104 ("Lessor"), and General Motors Corporation, Delphi Energy and Engine Management System with its principal office at 2900 Scatterfield Road, Anderson, IN 46018 ("Lessee").

WHEREAS, Lessor and Lessee have entered into an Equipment Schedule No. A-4 dated as of April 3, 1998, to Master Lease Agreement No. 9708DEG545 dated as August 29, 1997. Equipment Schedule No. A-4 as it incorporates the Master Lease Agreement No. 9708DEG545 hereinafter collectively referred to as the ("Lease") and;

WHEREAS, Lessee and Lessor desire to extend Equipment Schedule No. A-4.

NOW THEREFORE, the parties hereto agree as follows:

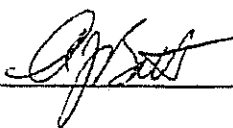
The term of Equipment Schedule No. A-4 will be extended for 12 months from April 1, 2001 through March 31, 2002, for the amount of \$6,825.00 per month payable in advance.

All the terms and conditions of the Lease shall continue in full force and effect except as expressly amended herein. All capitalized terms used herein and not otherwise defined shall have the same meaning as in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease Agreement as of the day and year written above.

Lessor:
Eireann II, a division of ATEL Transatlantic Investors, Inc.

Lessee:
General Motors Corporation,
Delphi Energy and Engine
Management System

By: 

By: 

Title: Chairman

Title: President

Date: 2/26/01

Date: 2/26/01

**SECOND AMENDMENT TO EQUIPMENT SCHEDULE NO. A-4 TO
MASTER LEASE AGREEMENT NO. 9708DEG545 DATED AUGUST 29, 1997**

THIS SECOND AMENDMENT TO EQUIPMENT SCHEDULE NO. A-4 TO MASTER LEASE AGREEMENT NO. 9708DEG545 is made and entered into as of this 18th day of June 2002, by and between Eireann II, a division of ATEL Transatlantic Investors, Inc., a California Corporation, (by assignment from American Finance Group, Inc.) with its principal office at 235 Pine Street, 6th Floor, San Francisco, CA. 94104 ("Lessor"), and General Motors Corporation, Delphi Energy and Engine Management System with its principal office at 2900 Scatterfield Road, Anderson, IN 46018 ("Lessee").

WHEREAS, Lessor and Lessee have entered into an Equipment Schedule No. A-4 dated as of April 3, 1998 to Master Lease Agreement No. 9708DEG545 dated as of August 29, 1997. Equipment Schedule No. A-4 as it incorporates the Master Lease Agreement No. 9708DEG545 hereinafter collectively referred to as the ("Lease") and;

WHEREAS, Lessee and Lessor desire to extend Equipment Schedule No. A-4.

NOW THEREFORE, the parties hereto agree as follows:

The term of Equipment Schedule No. A-4 will be extended for 12 months from June 1, 2002 through May 31, 2003 for the amount of \$6,142 per unit per month payable in advance.

All the terms and conditions of the Lease shall continue in full force and effect except as expressly amended herein. All capitalized terms used herein and not otherwise defined shall have the same meaning as in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease Agreement as of the day and year written above.

Lessor:
**Eireann II, a division of ATEL
Transatlantic Investors, Inc.**

By: Vasco H. Morais

Title: Vasco H. Morais, Esq.
Senior Vice President

Date: 7/18/02

Lessee:
**General Motors Corporation,
Delphi Energy and Engine
Management System**

By: [Signature]

Title: President

Date: 7/18/02

AMENDMENT AND RENEWAL

THIS AMENDMENT AND RENEWAL (the "Agreement") is entered into as of this 19th day of May, 2003 by and between **Delphi Corporation**, a Delaware corporation, with its principal office at 2900 South Scatterfield Road, Anderson, IN 46018 ("Lessee"), and **Eireann II, a division of ATEL Transatlantic Investors, Inc.**, a California corporation (as successor in interest by assignment), with its principal offices at 600 California Street, 6th Floor, San Francisco, CA 94108 ("Lessor").

WHEREAS, Lessor and Lessee's predecessor in interest entered into that Master Lease Agreement No. 9708DEG545 dated as of August 29, 1997 ("Master Lease") and Equipment Schedule Nos. A-2, A-3, A-4, and A-5 thereto, as amended, dated as of December 12, 1997, March 2, 1998, April 3, 1998 and April 30, 1998, respectively (Equipment Schedule Nos. A-2, A-3, A-4 and A-5, as amended, and the Master Lease to the extent it applies thereto collectively, the "Leases");

WHEREAS, Lessee formerly was known as "Delphi Energy and Management Systems, a division of General Motors Corporation" and became a separate corporate entity effective as of September 16, 1998 and by operation of law assumed all rights and obligations under the Leases;

WHEREAS, Lessee changed its name to Delphi Corporation;

WHEREAS, Lessee and Lessor desire to memorialize such assumption by operation of law and name change in writing;

WHEREAS, Lessee and Lessor desire to extend the term of each of the Leases for an additional twelve (12) months;

NOW THEREFORE, the undersigned, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows in furtherance of the foregoing:

FOR VALUE RECEIVED, Lessee confirms all references to Lessee in the Leases shall mean Delphi Corporation and hereby acknowledges the terms of the Leases and and agrees to pay and perform all obligations of Lessee under the Leases (including, without limitation, indemnity obligations and any obligations to insure, maintain and, if any, purchase leased property).

Lessee and Lessor hereby agree to extend the terms of the Leases as follows:

Equipment Schedule No.	Renewal Start	Renewal Maturity	Renewal Rent	No. of Pmts
A-2	1/1/03	12/31/03	\$33,850	12 mo. In adv.
A-3	5/1/03	4/30/04	\$8,860	12 mo. In adv.
A-4	6/1/03	5/31/04	\$5,835	12 mo. In adv.
A-5	6/1/03	5/31/04	\$9,275	12 mo. In adv.

For each Lease, the Stipulated Loss Value during the term of the renewal shall be 72.03%.

For each Lease, the Termination Value during the term of the renewal shall be 75.03%.

In conjunction with this Agreement, Lessee agrees to promptly provide in form and substance acceptable to Lessor such other documents as may be reasonably required by Lessor from time to time, including, without limitation, any Uniform Commercial Code financing statements.

Except as amended hereby, all other terms and conditions of the Leases remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Lessee:
Delphi Corporation
(f/k/a Delphi Energy and Management Systems)

By: 

Name: James A. Bertrand

Title: President, S+I and AHE

Date: 6/3/03

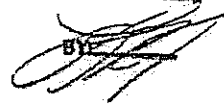
Lessor:
Eireann II, a division of
ATEL Transatlantic Investors, Inc.

By: 

Name: Vasco H. Morc
Sr. Vice President

Title: of Manager

ATEL LEGAL DEPARTMENT
APPROVED
AS TO FORM



EQUIPMENT SCHEDULE NO. A-5

PS

EQUIPMENT SCHEDULE
SCHEDULE NO. A-5
DATED THIS 30TH DAY OF APRIL, 1998
TO MASTER LEASE AGREEMENT NO. 9708DEG545
DATED AS OF AUGUST 29, 1997

Lessor and Mailing Address:

AMERICAN FINANCE GROUP, INC.
24 SCHOOL STREET
FLOOR 7
BOSTON, MA 02108

Lessee and Mailing Address:

GENERAL MOTORS CORPORATION,
DELPHI ENERGY AND ENGINE
MANAGEMENT SYSTEM
2900 SOUTH SCATTERFIELD ROAD
ANDERSON, IN 46018-2439

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Annex A attached hereto and made a part hereof.

B. FINANCIAL TERMS

1. Advance Rent (if any): N/A
2. Capitalized Lessor's Cost: \$715,786.25
3. Basic Term Lease Rate Factor: .016843000
4. Daily Lease Rate Factor: .000561433
5. Basic Term (Number of Months): 36
6. Basic Term Commencement Date: 05-01-98
7. Equipment Location: 2900 South Scatterfield Road, Anderson, IN 46013
8. Lessee's Federal Tax ID Number: 38-0572515
9. Supplier: Emag-Bohle L.L.C., 38800 Grand River Avenue, Farmington Hills, MI 48335
10. Last Delivery Date: N/A
11. First Termination Date: 08-01-98 (3) months after the Basic Term Commencement Date.
12. Option Price: Fair Market Value

C. TAX BENEFITS

Depreciation Deductions:

- a. Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 7 years
- c. Basis: One Hundred percent (100%) of Capitalized Lessor's Cost.

D. TERM AND RENT

1. Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on May 1, 1998.
2. Basic Term Rent. Commencing on May 1, 1998, and on the same day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.
3. Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. INSURANCE

1. Commercial (broad form comprehensive) general liability, including contractual liability coverage, in limits of not less than Five Million dollars (\$5,000,000.00) per occurrence combined single limit for personal injury and property damage.
2. "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

LESSOR:

AMERICAN FINANCE GROUP, INC.

By Lisa G. Ryan
Name Lisa G. Ryan
Title Manager, Debt Underwriting

LESSEE:

GENERAL MOTORS CORPORATION,
DELPHI ENERGY AND ENGINE
MANAGEMENT SYSTEM

By [Signature]
Name DON RUMBLE
Title VP & G. Mgr.

Rev. 5/14/92

COUNTERPART NO. 1 OF 2 SERIALY NUMBERED
MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT
IF ANY THAT THIS DOCUMENT CONSTITUTES CHATTEL
PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO
SECURITY INTEREST MAY BE CREATED THROUGH THE
TRANSFER AND POSSESSION OF ANY COUNTERPART
OTHER THAN COUNTERPART NO. 1.

ANNEX A
TO
SCHEDULE NO. A-5
TO MASTER LEASE AGREEMENT NO. 9708DEG545
DATED AS OF AUGUST 29, 1997

DESCRIPTION OF EQUIPMENT

<u>Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of Units</u>	<u>Cost Per Unit</u>
Emag-Bohle LLC	6M720.05168	VSC 250 Twin Machine w/ Hopper Feed System	1	\$715,786.25

Initials: MA
Lessor

DLR
Lessee

ANNEX B
TO
SCHEDULE NO. A-5
TO MASTER LEASE AGREEMENT NO. 9708DEG545
DATED AS OF AUGUST 29, 1997

PURCHASE ORDER ASSIGNMENT AND CONSENT

THIS ASSIGNMENT AGREEMENT, dated as of April 30, 1998 ("Agreement"), between American Finance Group, Inc. ("Lessor") and General Motors Corporation, Delphi Energy and Engine Management System ("Lessee").

WITNESSETH:

Lessee desires to lease certain equipment ("Equipment") from Lessor pursuant to the above schedule and lease (collectively, "Lease"). All terms used herein which are not otherwise defined shall have the meaning ascribed to them in the Lease.

Lessee desires to assign, and Lessor is willing to acquire, certain of Lessee's rights and interest under the purchase order(s), agreement(s), and/or document(s) (the "Purchase Orders") Lessee has heretofore issued to the Supplier(s) of such Equipment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Lessor and Lessee hereby agree as follows:

SECTION 1. ASSIGNMENT.

(a) Lessee does hereby assign and set over to Lessor all of Lessee's rights and interests in and to such Equipment and the Purchase Orders as the same relate thereto including, without limitation, (i) the rights to purchase, to take title, and to be named the purchaser in the bill of sale for such Equipment, (ii) all claims for damages in respect of such Equipment arising as a result of any default by the Supplier (including, without limitation, all warranty and indemnity claims), and (iii) any and all rights of Lessee to compel performance by the Supplier.

(b) If, and so long as, no default exists under the Lease, Lessee shall be, and is hereby, authorized during the term of the Lease to assert and enforce, at Lessee's sole cost and expense, from time to time in the name of and for the account of Lessor and/or Lessee, as their interest may appear, whatever claims and rights Lessor may have against any Supplier of the Equipment.

SECTION 2. CONTINUING LIABILITY OF LESSEE.

It is expressly agreed that, anything herein contained to the contrary notwithstanding: (a) Lessee shall at all times remain liable to the Supplier to perform any duties and obligations of the purchaser under the Purchase Orders, except respecting payment provided for in the Lease so long as Lessee has complied with its obligations under Section 1(b) of the Lease, to the same extent as if this Agreement had not been executed; (b) the execution of this Agreement shall not modify any contractual rights of the Supplier under the Purchase Orders, except respecting payment provided for in the Lease, and the liabilities of the Supplier under the Purchase Orders shall be to the same extent and continue as if this Agreement had not been executed; (c) the exercise by the Lessor of any of the rights hereunder shall not release Lessee from any of its duties or obligations to the Supplier, except payment provided for in the Lease, under the Purchase Orders, and (d) Lessor shall not have any obligation or liability under the Purchase Orders by reason of, or arising out of, this Agreement or be obligated to perform any of the obligations or duties of Lessee under the Purchase Orders or to make any payment (other than under the terms and conditions set forth in the Lease) or to make any inquiry of the sufficiency of or authorization for any payment

received by any Supplier or to present or file any claim or to take any other action to collect or enforce any claim for any payment assigned hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

LESSOR:

AMERICAN FINANCE GROUP, INC.

By Hisa M. Ryan
Title Manager, Lease Underwriting

LESSEE:

GENERAL MOTORS CORPORATION,
DELPHI ENERGY AND ENGINE
MANAGEMENT SYSTEM

By [Signature]
Title VP and GM Delphi E

CONSENT AND AGREEMENT

Supplier hereby consents to the above assignment agreement ("Agreement") and agrees not to assert any claims against Lessor or Lessee inconsistent with such Agreement. Supplier agrees that the Purchase Orders are hereby amended as necessary to provide as follows:

(a) Title to and risk of loss of the Equipment shall pass to Lessor upon Lessee's execution of the Certificate for such Equipment; and

(b) Supplier hereby waives and discharges any security interest, lien, or other encumbrance in or upon the Equipment and agrees to execute such documents as Lessor may request evidencing the release of any such encumbrance and the conveyance of title thereto to Lessor.

(c) Supplier agrees that on and after the date this Consent is executed, it will not make any addition to or delete any items from the Equipment referred to in the Agreement without the prior written consent of both Lessor and Lessee.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed this ____ day of May, 1998.

SUPPLIER:

By _____
Title _____

ANNEX C
TO
SCHEDULE NO. A-5
TO MASTER LEASE AGREEMENT NO. 9708DEG545
DATED AS OF AUGUST 29, 1997

CERTIFICATE

To: American Finance Group, Inc. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

DESCRIPTION OF EQUIPMENT

<u>Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>
Emag-Bohle LLC	6M720.05168	VSC 250 Twin Machine w/ Hopper Feed System



Authorized Representative

Dated: 5/2/98

ANNEX D
TO
SCHEDULE NO. A-5
TO MASTER LEASE AGREEMENT NO. 9708DEG545
DATED AS OF AUGUST 29, 1997

STIPULATED LOSS AND TERMINATION VALUE TABLE*

<u>AFTER PRIMARY TERM PAYMENT NO.</u>	<u>STIPULATED LOSS VALUE</u>	<u>TERMINATION VALUE</u>
	%	%
	120.00	
1	119.02	
2	118.04	
3	117.03	
4	116.02	119.02
5	114.99	117.99
6	113.94	116.94
7	112.88	115.88
8	111.81	114.81
9	110.72	113.72
10	109.62	112.62
11	108.50	111.50
12	107.37	110.37
13	106.22	109.22
14	105.05	108.05
15	103.87	106.87
16	102.67	105.67
17	101.46	104.46
18	100.22	103.22
19	98.98	101.98
20	97.71	100.71
21	96.43	99.43
22	95.13	98.13
23	93.81	96.81
24	92.48	95.48
25	91.12	94.12
26	89.75	92.75
27	88.36	91.36
28	86.95	89.95
29	85.52	88.52
30	84.07	87.07
31	82.60	85.60
32	81.12	84.12
33	79.61	82.61
34	78.08	81.08
35	76.53	79.53
36	75.00	78.00

Initials:


Lessor


Lessee

- * The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

LEASE AMENDMENT TO EQUIPMENT SCHEDULE NO. A-5 TO

MASTER LEASE AGREEMENT NO. 9708DEG545

DATED AUGUST 29, 1997

THIS LEASE AMENDMENT TO EQUIPMENT SCHEDULE NO. A-5 TO MASTER LEASE AGREEMENT NO. 9708DEG545 is made and entered into as of this 7th day of February 2000, by and between Eireann II, a division of ATEL Transatlantic Investors, Inc., a California Corporation (by assignment from American Finance Group, Inc.) with its principal office at 235 Pine Street, 6th Floor, San Francisco, CA. 94104 ("Lessor"), and General Motors Corporation, Delphi Energy and Engine Management System with its principal office at 2900 Scatterfield Road, Anderson, IN 46018 ("Lessee").

WHEREAS, Lessor and Lessee have entered into an Equipment Schedule No. A-5 dated as of April 30, 1998, to Master Lease Agreement No. 9708DEG545 dated as August 29, 1997. Equipment Schedule No. A-5 as it incorporates the Master Lease Agreement No. 9708DEG545 hereinafter collectively referred to as the ("Lease") and;

WHEREAS, Lessee and Lessor desire to extend Equipment Schedule No. A-5.

NOW THEREFORE, the parties hereto agree as follows:

The term of Equipment Schedule No. A-5 will be extended for 12 months from May 1, 2001 through April 31, 2002, for the amount of \$10,850.00 per month payable in advance.

All the terms and conditions of the Lease shall continue in full force and effect except as expressly amended herein. All capitalized terms used herein and not otherwise defined shall have the same meaning as in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease Agreement as of the day and year written above.

Lessor:

Eireann II, a division of ATEL Transatlantic Investors, Inc.

Lessee:

**General Motors Corporation,
Delphi Energy and Engine
Management System**

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

**SECOND AMENDMENT TO EQUIPMENT SCHEDULE NO. A-5 TO
MASTER LEASE AGREEMENT NO. 9708DEG545 DATED AUGUST 29, 1997**

THIS SECOND AMENDMENT TO EQUIPMENT SCHEDULE NO. A-5 TO MASTER LEASE AGREEMENT NO. 9708DEG545 is made and entered into as of this 18th day of June 2002, by and between Eireann II, a division of ATEL Transatlantic Investors, Inc., a California Corporation, (by assignment from American Finance Group, Inc.) with its principal office at 235 Pine Street, 6th Floor, San Francisco, CA. 94104 ("Lessor"), and General Motors Corporation, Delphi Energy and Engine Management System with its principal office at 2900 Scatterfield Road, Anderson, IN 46018 ("Lessee").

WHEREAS, Lessor and Lessee have entered into an Equipment Schedule No. A-5 dated as of April 30, 1998 to Master Lease Agreement No. 9708DEG545 dated as of August 29, 1997. Equipment Schedule No. A-5 as it incorporates the Master Lease Agreement No. 9708DEG545 hereinafter collectively referred to as the ("Lease") and;

WHEREAS, Lessee and Lessor desire to extend Equipment Schedule No. A-5.

NOW THEREFORE, the parties hereto agree as follows:

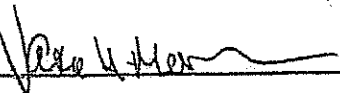
The term of Equipment Schedule No. A-5 will be extended for 12 months from June 1, 2002 through May 31, 2003 for the amount of \$9,765 per unit per month payable in advance.

All the terms and conditions of the Lease shall continue in full force and effect except as expressly amended herein. All capitalized terms used herein and not otherwise defined shall have the same meaning as in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease Agreement as of the day and year written above.

Lessor:

**Eireann II, a division of ATEL
Transatlantic Investors, Inc.**

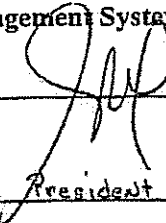
By: 

Title: Vasco H. Morais, Esq.
Senior Vice President

Date: 7/18/02

Lessee:

**General Motors Corporation,
Delphi Energy and Engine
Management System**

By: 

Title: President

Date: 7/18/02

AMENDMENT AND RENEWAL

THIS AMENDMENT AND RENEWAL (the "Agreement") is entered into as of this 19th day of May, 2003 by and between **Delphi Corporation**, a Delaware corporation, with its principal office at 2900 South Scatterfield Road, Anderson, IN 46018 ("Lessee"), and **Eireann II, a division of ATEL Transatlantic Investors, Inc.**, a California corporation (as successor in interest by assignment), with its principal offices at 600 California Street, 6th Floor, San Francisco, CA 94108 ("Lessor").

WHEREAS, Lessor and Lessee's predecessor in interest entered into that Master Lease Agreement No. 9708DEG545 dated as of August 29, 1997 ("Master Lease") and Equipment Schedule Nos. A-2, A-3, A-4, and A-5 thereto, as amended, dated as of December 12, 1997, March 2, 1998, April 3, 1998 and April 30, 1998, respectively (Equipment Schedule Nos. A-2, A-3, A-4 and A-5, as amended, and the Master Lease to the extent it applies thereto collectively, the "Leases");

WHEREAS, Lessee formerly was known as "Delphi Energy and Management Systems, a division of General Motors Corporation" and became a separate corporate entity effective as of September 16, 1998 and by operation of law assumed all rights and obligations under the Leases;

WHEREAS, Lessee changed its name to Delphi Corporation;

WHEREAS, Lessee and Lessor desire to memorialize such assumption by operation of law and name change in writing;

WHEREAS, Lessee and Lessor desire to extend the term of each of the Leases for an additional twelve (12) months;

NOW THEREFORE, the undersigned, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows in furtherance of the foregoing:

FOR VALUE RECEIVED, Lessee confirms all references to Lessee in the Leases shall mean Delphi Corporation and hereby acknowledges the terms of the Leases and and agrees to pay and perform all obligations of Lessee under the Leases (including, without limitation, indemnity obligations and any obligations to insure, maintain and, if any, purchase leased property).

Lessee and Lessor hereby agree to extend the terms of the Leases as follows: "

Equipment Schedule No.	Renewal Start	Renewal Maturity	Renewal Rent	No. of Pmts
A-2	1/1/03	12/31/03	\$33,850	12 mo. In adv.
A-3	5/1/03	4/30/04	\$8,860	12 mo. In adv.
A-4	6/1/03	5/31/04	\$5,835	12 mo. In adv.
A-5	6/1/03	5/31/04	\$9,275	12 mo. In adv.

For each Lease, the Stipulated Loss Value during the term of the renewal shall be 72.03%.

For each Lease, the Termination Value during the term of the renewal shall be 75.03%.

In conjunction with this Agreement, Lessee agrees to promptly provide in form and substance acceptable to Lessor such other documents as may be reasonably required by Lessor from time to time, including, without limitation, any Uniform Commercial Code financing statements.

Except as amended hereby, all other terms and conditions of the Leases remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Lessee:
Delphi Corporation
(f/k/a Delphi Energy and Management Systems)

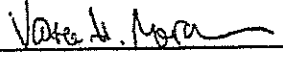
By: 

Name: James A. Bertrand

Title: President, S+I and ATE

Date: 6/3/03

Lessor:
Eireann II, a division of
ATEL Transatlantic Investors, Inc.

By: 

Name: Vasco H. Moro
Sr. Vice President

Title: of Manager

ATEL LEGAL DEPARTMENT
APPROVED
AS TO FORM

